



Mayor

Nancy Berry

Mayor Pro Tem

John Crompton

City Manager

Glenn Brown

Council members

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Lawrence Stewart

Dave Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, June 24, 2010 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, possible action, and discussion of minutes for City Council meetings on June 10, 2010.
- b. Presentation, possible action, and discussion to approve an amendment to Contract #08-245 to KEMA Inc. for \$43,000.00. This includes \$25,000.00 for consultation services in complying with additional North American Electric Reliability Corporation (NERC) and Texas Regional Entity (TRE) requirements and to provide monitoring and support services for the compliance program and \$18,000.00 to perform a Vulnerability Assessment of the Electric Department facilities for cyber and physical security.
- c. Presentation, possible action and discussion regarding the approval of a resolution appointing Mayor Nancy Berry as Emergency Management Director and Brian Hilton as the Emergency Management Coordinator for the city.

- d. Presentation, possible action, and discussion on a construction contract with Bayer Construction in the amount of \$180,822 for lighting upgrades (LED lights to replace metal halide lights) at Stephen C. Beachy Central Park and Veterans Park and Athletic Complex, GG-1012 and GG-1013.
- e. Presentation, possible action, and discussion regarding approval of an amendment to the Update and Support Agreement and License Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999 which amends the covered products. This amendment will reduce the maintenance budget, starting in 2010 by \$4985.00 annually.
- f. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 3E (2)(i)(10), of the College Station Code of Ordinances changing the posted speed limit on the section of Rock Prairie Road between Stonebrook Drive and William D. Fitch Parkway from 50 mph to 40 mph.
- g. Presentation, possible action and discussion regarding a resolution to secure 22 Wetland Mitigation Credits from OXBOW Investments, Inc. in the amount of \$318,775.00 for the BVSWMA Twin Oaks Landfill Project.
- h. Presentation, possible action and discussion regarding ratification of an expenditure of \$72,188.65 to Rush Equipment Centers of Texas, Inc, for heavy equipment repair services for fire related damage to the BVSWMA's 1050 Dozer.
- i. Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No.10-202) with Acklam Construction Co., Ltd., in the amount of \$204,749.60 for the Discovery Drive Phase II Sidewalks and Traffic Signal project.
- j. Presentation, possible action and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of land needed to build a wastewater lift station.
- k. Presentation, possible action, and discussion to terminate a Professional Services Contract, 03-138, with Freese & Nichols, Inc. in the amount of \$407,000, for the design and construction phase services for the Water Service Extension Project.
- l. Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Lon Painter to construct sewer infrastructure necessary to connect his home to the City sewer system.
- m. Presentation, possible action, and discussion regarding a change order to a construction contract (Contract No.10-050) with Brazos Valley Services in the amount of \$34,632.00 for the Nantucket Gravity Sewer Line project.
- n. Presentation, possible action, and discussion regarding a resolution awarding the professional services contract (Contract No. 10-213) to Mitchell & Morgan in the amount not to exceed \$110,500 for the engineering design services for the FM 2154 Utility Relocation Phase II Project (WF0613546).
- o. Presentation, possible action, and discussion on the award of Bid#10-65 to lowest responsible bidder Structural Steel Products Inc of Fort Worth in the amount of \$54,879 for the purchase of Traffic Signal poles and mast arms. These items will be installed at the intersections of Barron Road at W. D. Fitch (SH 40) and Victoria Avenue.

- p. Presentation, possible action, and discussion to approve the settlement Agreement with the Wellborn Special Utilities District regarding water service areas from the 2002 annexation.
- q. Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.
- r. Presentation, possible action and discussion of a proposed Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and Brazos Valley Solid Waste Management Agency, Inc.

Regular Agenda

Individuals who wish to address the City Council on a **regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Public Hearing, presentation, possible action and discussion regarding a resolution approving a plan to enhance pedestrian safety along University Drive between Wellborn Road and Tauber Street.
2. Presentation, possible action and discussion regarding ratification of a renewal of Contract 10-093 with N-Line Traffic Maintenance for the deployment and take down of Northgate pedestrian/traffic safety devices. The amount for the renewed contract will not exceed \$43,200 for the term of June 3, 2010 through August 29, 2010 at \$2,700 per week.
3. Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 19.749 acres located at 529 William D. Fitch Parkway from R-1 Single-Family Residential and A-O Agricultural-Open to C-1 General Commercial, A-P Administrative-Professional, and R-4 Multi-Family.
4. Public hearing, presentation, possible action, and discussion on the Annual Review of the Unified Development Ordinance (UDO) and the Annual Review of the Comprehensive Plan.

5. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Land Use Amendment of 92.58 acres from General Suburban to Urban for the property located at 3100 Haupt Road, generally located between Old Wellborn Road and Jones-Butler Road, north of the terminus of General Parkway.
6. Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking on one side of Pasler Street.
7. Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along the streets in the Steeplechase Haven Subdivision.
8. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 6.4.E, "Portable Storage Structures" of the Code of Ordinances of the City of College Station, Texas related to the permitting, placement and screening of portable storage structures
9. Adjourn.

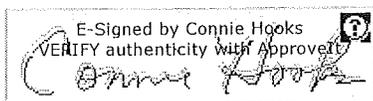
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, June 24, 2010 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 21st day of June, 2010 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 21, 2010 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this _____ day of _____, 2010 By _____

City Council Regular Meeting
Thursday, June 24, 2010

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Subscribed and sworn to before me on this the _____ day of _____, 2010.

Notary Public – Brazos County, Texas My commission expires: _____

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.



2A

Mayor
Nancy Berry
Mayor Pro Tem
David Ruesink
City Manager
Glenn Brown

Councilmembers
John Crompton
Jess Fields
Dennis Maloney
Katy-Marie Lyles
Lawrence Stewart

Minutes
City Council Regular Meeting
Thursday, June 10, 2010 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL PRESENT: Mayor Nancy Berry, Council members Crompton, Fields and Lyles

COUNCIL ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

STAFF PRESENT: City Manager Brown, Assistant City Manager Merrill, Assistant City Manager Neeley, City Secretary Hooks, Deputy City Secretary McNutt, City Attorney Cargill, Jr., Management Team

1. Pledge of Allegiance, Invocation, Consider absence request.

Mayor Berry opened the meeting at 7:10 pm. She led the audience in the pledge of allegiance. Fire Chief R.B. Alley provided the invocation.

Council member Fields moved to approve absence requests from Mayor Pro Tem Ruesink, Council members Maloney and Stewart. Motion seconded by Council member Lyles. Motion carried, 4-0.

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

a. Presentation to Mr. Mike Garcia for a 1st place award for the Backhoe Rodeo in the recent Health & Safety Expo.

Mayor Berry presented Mr. Mike Garcia a first place trophy for the Backhoe Rodeo in the recent Health & Safety Expo.

b. Hear Visitors

Wellborn and College Station residents speaking in support of Wellborn Incorporation: Jane Cohen, Elizabeth Terry, Beth Becker, Marci Cox

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

a. Approved Minutes for City Council Workshop and Regular Meeting, May 27, 2010.

City Council Regular Minutes
Thursday, June 10, 2010

- b. Approved **Resolution No. 06-10-10-2b** for original contract with First Southwest Company and the renewal of a consulting contract with First Southwest Company in an amount not to exceed \$125,000 for financial advisory services.
- c. Approved **Resolution No. 06-10-10-2c** for application and acceptance of a U.S. Department of Justice, 2010 COPS Hiring Program (CHP) Grant.
- d. Approved **Resolution No. 06-10-10-2d** to award a contract to Cal's Body Shop for annual automobile & truck paint and body services. Contract amount is not to exceed \$56,000.00.
- e. Approved **Resolution No. 06-10-10-2e** an annual contract with Knife River for Item 1 - "Asphalt Concrete, Hot Mix Installed" at \$67.15 per ton and Item 2 - "Emulsion Installed" at \$2.30 per gallon. The cost for the total of Item 1 and Item 2 is not to exceed \$677,250.00.
- f. Approved **Resolution No. 06-10-10-2f** designating the Request for Competitive Sealed Proposals (CSP) as an alternative delivery method for the College Station Skate Park (PK-0911).
- g. Approved contingency transfer in the amount of \$145,000 for improvements related to the TxDOT 2818/Wellborn overpass project.
- h. Approved **Ordinance No. 2010-3244** amending Chapter 3, "Building Regulations", Section 2, "Right-Of-Way Maintenance", of the Code of Ordinances.
- i. Presentation, possible action, and discussion to approve the settlement Agreement with the Wellborn Special Utilities District regarding water service areas from the 2002 annexation. **(Item removed for a future agenda).**
- j. Approved **Ordinance No. 2010-3245** amending Chapter 4, "Business Regulations," Section 3, "Parades and Motorcades" of the Code of Ordinances of the City of College Station, Texas, providing for an exception for neighborhood parades.

Council member Lyles moved to approve consent items 2a thru 2h and 2j. Council member Crompton seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

1. **Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from C-1 General Commercial and R-4 Multi-Family / conditioned PDD Planned Development District to PDD Planned Development District for 42.56 acres located at 1711 Harvey Mitchell Parkway South.**

City Council Regular Minutes
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Jason Shubert, Staff Planner presented staff report on an ordinance rezoning 42.45 acres located at 1711 Harvey Mitchell Parkway South from C-1 General Commercial and R-4 Multi-Family / conditioned PDD Planned Development District to PDD Planned Development District. The Planning & Zoning Commission considered this item at their regular meeting on May 10, 2010 and unanimously recommended approval (4-0) as presented by Staff. Staff also recommended approval.

Mayor Berry opened the public hearing. No one spoke. Mayor Berry closed the public hearing.

Council member Fields moved to approve **Ordinance No. 2010-3246** rezoning 42.45 acres located at 1711 Harvey Mitchell Parkway South from C-1 General Commercial and R-4 Multi-Family/ conditioned PDD Planned Development District to PDD Planned Development District, with changes recommended by staff. Council member Lyles seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

2. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending the City of College Station Comprehensive Plan by adopting the Central College Station Neighborhood Plan and the associated Community Character and Future Land Use Map and Bicycle, Pedestrian, and Greenways Master Plan Map amendments.

Bob Cowell, ACIP, Director of Planning and Development Services introduced Council item changes to the Comprehensive Plan.

Lindsay Kramer, Senior Staff Planner presented the Central College Station Neighborhood Plan, the first in a series of neighborhood, district, and corridor plans that are created to implement the City's Comprehensive Plan vision to create, promote, and enhance places of distinction.

Four goals of the plan:

1. Promote and protect the suburban residential character in the core of Central College Station balanced with the need to provide denser redevelopment options along the neighborhood fringe.
2. Improve neighborhood organizations, property maintenance and City code compliance in owner-occupied areas to elevate the attractiveness of Central College Station's subdivisions as an affordable, family-friendly neighborhood.
3. Promote a safe, well-connected, context-sensitive, multi-modal transportation system to better connect Central College Station to the rest of the community and its local neighborhood centers.
4. Increase awareness and participation in resource conservation efforts.

Mayor Berry opened the public hearing. No one spoke. Mayor Berry closed the public hearing.

Council member Lyles moved to approve **Ordinance No. 2010-3247** adopting the Central College Station Neighborhood Plan and the associated Community Character and Future Land Use Map and Bicycle, Pedestrian, and Greenways Master Plan Map amendments. Council member Crompton seconded the motion, which carried 4 - 0.

City Council Regular Minutes

Thursday, June 10, 2010

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

3. Presentation, possible action, and discussion of City Secretary review of amended initiative petition submission on ordinance granting consent for the incorporation of Wellborn.

City Secretary Connie Hooks presented amended initiative petition submission on an ordinance granting consent for the incorporation of Wellborn and concluded it is insufficient based on the following issues.

- 1) Not clear in all sworn affidavits that a complete initiative ordinance was presented to voters.
 - If an incomplete ordinance was presented to the voters it is vague, ambiguous and invalid.
- 2) The concerns stated by the City Attorney in his letter to City Secretary are not resolved.

No formal action was taken.

4. Presentation, possible action, and discussion regarding an ordinance annexing two areas on Rock Prairie Road West and one area on Greens Prairie Trail under the exempt status.

Lance Simms, Assistant Director of Planning and Development presented Annexation Ordinance for the two areas on Rock Prairie Road West and one on Greens Prairie Trail under the exempt status.

Council member Fields moved to approve **Ordinance No. 2010-3248** to annex two areas on Rock Prairie Road West and one area on Greens Prairie Trail under the exempt status. Council member Lyles seconded the motion, which carried 4 - 0.

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

5. Public Hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along specific streets in the Horse Haven Subdivision.

Troy Rother, Assistant City Engineer presented a residential subdivision located off the northbound SH 6 Frontage Road behind Gander Mountain. Also, Mr. Rother explained due to the higher density land usage in this subdivision, on-street parking along Horse Haven Lane, Horseback Drive, Horseback Court, and Horseshoe Drive is such that it is impossible for an emergency vehicle to travel through.

Mayor Berry opened the public hearing. No one spoke. Mayor Berry closed the public hearing.

Council member Lyles moved to approve **Ordinance No. 2010-3249** to remove parking along the northbound SH 6 Frontage Road behind Gander Mountain, which covers Horse Haven Lane, Horseback Drive, Horseback Court, and Horseshoe Drive in the Horse Haven Subdivision. Council member Fields seconded the motion, which carried 4 - 0.

City Council Regular Minutes

Thursday, June 10, 2010

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

6. Public Hearing, presentation, possible action, and discussion regarding an Amendment to Resolutions Determining Need associated with the Rock Prairie Road East Widening Project.

Chuck Gilman, Director of Capital Projects presented an amendment associated with the Rock Prairie Road East Widening Project. Mr. Gilman also explained upon approval of this amendment will affect the dedication of right-of-way and easements when development (platting) occurs, and authorize staff to purchase right-of-way and utility easements along Rock Prairie Road East from State Highway 6 to William D. Fitch Parkway. Staff recommended approval.

Mayor Berry opened the public hearing. No one spoke. Mayor Berry closed the public hearing.

Council member Crompton moved to approve **Resolution No. 06-10-10-06** amending the Rock Prairie Road East Widening Project, as presented. Council member Lyles seconded the motion, which carried 4-0.

FOR: Mayor Berry, Council members Lyles, Crompton, and Fields

AGAINST: None

ABSENT: Mayor Pro Tem Ruesink, Council members Maloney and Stewart

7. Adjourn.

Hearing no objections, Mayor Berry concluded Regular Meeting at 8:15 pm and returned to Workshop Agenda to complete items.

PASSED AND APPROVED this June 24, 2010

ATTEST:

APPROVED:

City Secretary Connie Hooks

Mayor Nancy Berry

June 24, 2010
Consent Agenda Item 2B
Electric Compliance Program Contract Amendment

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Electric Utilities Department

Agenda Caption: Presentation, possible action, and discussion to approve an amendment to Contract #08-245 to KEMA Inc. for \$43,000.00. This includes \$25,000.00 for consultation services in complying with additional North American Electric Reliability Corporation (NERC) and Texas Regional Entity (TRE) requirements and to provide monitoring and support services for the compliance program and \$18,000.00 to perform a Vulnerability Assessment of the Electric Department facilities for cyber and physical security.

Recommendation(s): Staff recommends Council approve this contract.

Summary: This contract amendment will provide consultation services in monitoring and providing support to an electric compliance program to meet TRE and NERC regulations and standards. It will provide resources to monitor changes in NERC standards, provide associated updates for the Electric Department's Compliance database, will assist in keeping compliance awareness up-to-date using KEMA's knowledge of changes occurring in NERC and Regional entities, and will provide compliance assistance as needed. Also, this amendment will allow KEMA to perform a Vulnerability Assessment on existing and proposed Electric Department infrastructure that will identify areas of concern in regards to cyber and physical security so that adjustments may be made in the design of the new Dispatch Facility and so that mitigation plans may be developed for other Electric facilities. College Station Utilities has two years to become compliant with the guidelines set forth by TRE and NERC. The compliance consultation services contract is \$25,000.00 and the Vulnerability Assessment is \$18,000.00, for a total request of \$43,000.00.

Budget & Financial Summary: A total of \$25,000 was included in the budget as part of a FY09 approved SLA for the recurring consultant service costs associated with this program. Additional funds were included for one-time costs associated with the program. These funds were encumbered in FY09, but not all were spent. The balance carried over into FY10, a portion of which will be used for the additional \$18,000.

Attachments:
Contract Amendment

AMENDMENT NO. 1
TO CONSULTANT CONTRACT NO. 08-245
DATED OCTOBER 16, 2008, BETWEEN
KEMA, INC. AND THE CITY OF COLLEGE STATION

WHEREAS, the City of College Station, Texas (the "City"), entered into Consultant Contract No. 08-245 with KEMA, Inc. ("KEMA") on October 16, 2008, to provide consulting services in setting up a compliance program to meet Texas Regional Entity (TRE) and North American Electric Reliability Council (NERC) regulations and standards (the "Contract"); and

WHEREAS, the parties agreed, in consideration for said consulting services, to a total amount of payment of One Hundred Sixty-three thousand, Six Hundred Twenty and No/100 Dollars (\$163,620.00); and

WHEREAS, KEMA has completed the compliance program under the Contract; and

WHEREAS, the City wishes to retain KEMA for the term of the Contract to continue to monitor and provide support services for the compliance program as described in Exhibit "A" attached hereto and made a part of this Contract for all purposes and KEMA wishes to provide such services; and

WHEREAS, the City further wishes to retain KEMA for the term of the Contract to perform additional services required to comply with additional NERC and TRE requirements as described in Exhibit "B" attached hereto and made a part of this Contract for all purposes and KEMA wishes to provide such services; and

WHEREAS, the parties agree to a total amount of payment for the above described services, including reimbursements, by the City to KEMA, not to exceed \$25,000.00 for the services to be performed as described in Exhibit "A" and \$18,000.00 for the services to be performed as described in Exhibit "B" for a total amount not to exceed \$43,000.00;

NOW THEREFORE, for and in consideration of the recitations above and the covenants expressed hereinbelow, the parties agree to the following:

To amend the Project described in Paragraph 1.01 to include the additional work described herein in Exhibits "A" and "B".

To amend Paragraph 1.03 in its entirety to read as follows:

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed Two Hundred Six Thousand, Six Hundred Twenty & No/100 Dollars (\$206,620.00).

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

EXECUTED this the _____ day of _____, 2010.

KEMA, INC.



Joseph Moran
Senior Vice President

CITY OF COLLEGE STATION, TEXAS

BY: _____
Mayor

ATTEST:

City Secretary

APPROVED:

City Manager



Carla A. Robinson
City Attorney

Chief Financial Officer

EXHIBIT A



April 16, 2010

College Station Utilities
1601 Graham Road
College Station, TX 77845-9684

Subject: NERC Compliance Services KEMA Proposal No. 10-2321

KEMA, Inc. is pleased to submit this proposal to City of College Station (COCS) in response to verbal conversations with Augie Palmisano for on-going NERC compliance maintenance and support.

KEMA understands that COCS desires to continue with KEMA to assist them with:

1. Monitor changes in NERC standards as they relate to COCS and provide associated updates to COCS Compliance database to maintain a self-sustaining compliance program.
2. Keep COCS's compliance awareness up to date using KEMA's knowledge of changes occurring within NERC and Regional Entities
3. Respond to requests by COCS for assistance as needed

KEMA is proposing the services of Raymond Gilby, David Carty, Tracy Wolfgang and others as appropriate to perform these tasks. The hourly rate for David and Ray is \$240/hr. and Tracy's is \$100/hr. operating within a budget of \$25,000 per year.

Monthly charges will consist of:

1. \$500 per month to monitor NERC standards and provide database updates mentioned above.
2. \$240/hr. for inside compliance program information KEMA deems important to COCS. This charge will be kept to a minimum such that budget remains for task 3 below.
3. \$240/hr. for on-call assistance requests initiated and approved by COCS

KEMA looks forward to working with COCS on this important work. If you have questions, please contact me (phone: 215-997-4500 ext. 41270 or email: sam.brattini@us.kema.com) or Raymond Gilby (phone: 267-441-9498 or email: raymond.gilby@us.kema.com).



Sincerely,

Samuel Brattini

Samuel Brattini
Executive Consultant
Director, Power System Operations and Control Consulting

cc: Joseph Moran
Raymond Gilby
Scott Marshall
Chamaine Duerr

EXHIBIT B



April 16, 2010

College Station Utilities
1601 Graham Road
College Station, TX 77845-9684

Subject: NERC Compliance Services KEMA Proposal No. 10-2317

KEMA, Inc. is pleased to submit this proposal to City of College Station (COCS) in response to verbal conversations with David Roye.

KEMA understands that COCS desires to contract with a consultant having the capability to assist them with:

1. Assess the Control Center ESP and potential violations
2. Investigate ramifications to the associated PSP(s)
3. Investigate external SCADA interfaces relative to impact to ESP
4. Investigate corporate hosted security system security issues
5. Provide guidance or possible solutions to identified issues
6. Provide ballpark estimate to implement solutions
7. Generate findings report

KEMA is proposing the services of Scott Marshall and Raymond Gilby to perform this task. The fixed price budget for the above is \$18,000 which includes labor and travel.

KEMA looks forward to working with COCS on this important work. If you have questions, please contact me (phone: 215-997-4500 ext. 41270 or email: sam.brattini@us.kema.com) or Raymond Gilby (phone: 267-441-9498 or email: raymond.gilby@us.kema.com).

Sincerely,

A handwritten signature in cursive script that reads "Samuel Brattini".

Samuel Brattini
Executive Consultant
Director, Power System Operations and Control Consulting

cc: Joseph Moran
Raymond Gilby
Scott Marshall
Chamaine Duerr

KEMA, Inc., 4377 County Line Road, Chalfont, PA 18914 U.S.A.
Tel: +1 215.997.4500 Fax: +1 215.997.3818 info.consulting@kema.com www.kema.com

June 24, 2010
Consent Agenda No 2C
Emergency Management Appointments

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution appointing Mayor Nancy Berry as the Emergency Management Director and Brian Hilton as the Emergency Management Coordinator for the city.

Recommendation(s): Staff recommends acceptance of the resolution.

Summary: Texas Division of Emergency Management (TDEM) in accordance with the Texas Disaster Act of 1975, Chapter 418 shall identify the Emergency Management Director and/or Emergency Management Coordinator responsible for the emergency management program;

The Emergency Management Program was established by City Ordinance #1585, dated April 11, 1985 and Ordinance #3180 amended May 18, 2009 to provide a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorism.

It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.

Budget & Financial Summary: None

Attachments:

Resolution Number _____

Emergency Management Director / Coordinator Notification Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPOINTING AN EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY.

WHEREAS, the City Council recognizes the need to prepare for the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, requiring emergency action; and

WHEREAS, the Texas Division of Emergency Management (TDEM) in accordance with the Texas Disaster Act of 1975, Chapter 418 of the Texas Government Code shall identify the Emergency Management Director and/or Emergency Management Coordinator responsible for the emergency management program; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby recognizes the Mayor, Nancy Berry, as the Emergency Management Director (EMD).
- PART 2: That the Mayor as EMD appoints Brian Hilton as the Emergency Management Coordinator for the City.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, A.D. 2010.

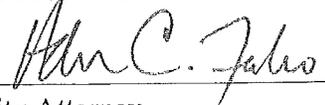
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: "The presiding officer of the governing body of each political subdivision will notify the Governor's Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information." This form is used to make the required notification to GDEM.

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, GDEM recommends that you provide business addresses and telephone numbers rather than home addresses and telephone numbers.

COUNTY:	Brazos	<i>(Required)</i>
Jurisdiction:	City of College Station	<i>(City or County Name)</i>
Official's Title:	Mayor	<i>(Mayor/Judge)</i>
Name:	Nancy Berry	<i>(First & Last Name)</i>
Mailing Address:	PO Box 9960	<i>(The best address to receive mail)</i>
City, State, Zip:	College Station, TX 77842	
Office Number:	979-764-3541	
Fax Number:	979-764-6377	
Cell Number:		
E-mail:	nberry@cstx.gov	<i>(Please include – this is a back up for mailing)</i>

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

- I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.
- I HAVE appointed/re-appointed the Emergency Management Coordinator identified below to conduct the emergency management program for this jurisdiction. **The effective date of the appointment is:** _____.
- We share our EMC with _____ *(name of jurisdiction)*.

If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayors must sign this form. (See second page for additional signature blocks.)

EMERGENCY MANAGEMENT COORDINATOR

	Coordinator	Asst Coordinator
Name:	Brian Hilton	Brian Brumfield
Mailing Address:	110 North Main Suite 100	110 North Main Suite 100
City, State, Zip:	Bryan, TX 77803	Bryan, TX 77803
Office Phone:	979-764-6210	979-764-6211
Fax Number:	979-393-9922	979-393-9922
Cell Number:	979-764-6210	979-255-4083
E-mail Address:	bhilton@cstx.gov	bbrumfield@cstx.gov
Emergency Operations Center Number:	979-821-1000	

Judge's or Mayor's Signature

Date

PLEASE RETURN TO:
Texas Department of Public Safety
Governor's Division of Emergency Management
Preparedness Section
PO Box 4087
Austin, TX 78773-0220
Or fax to: (512) 424-5637

FOR SHARED EMC USE ONLY

By signing this form, you agree the appointed Emergency Management Coordinator (EMC) listed on the first page is also your EMC. If you have a separate EMC, you must submit the first page for your jurisdiction.

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip	
Office Phone:	
Fax Number:	
E-mail Address:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip	
Office Phone:	
Fax Number:	
E-mail Address:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip	
Office Phone:	
Fax Number:	
E-mail Address:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip	
Office Phone:	
Fax Number:	
E-mail Address:	
Signature:	

June 24, 2010
Consent Agenda Item 2D
Construction Contract # 10-192 for Lighting Upgrades at
Stephen C. Beachy Central Park and Veterans Park and Athletic Complex

To: Glenn Brown, City Manager

From: David Schmitz, Assistant Director, Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion on a construction contract with Bayer Construction in the amount of \$180,822 for lighting upgrades (LED lights to replace metal halide lights) at Stephen C. Beachy Central Park and Veterans Park and Athletic Complex, GG-1012 and GG-1013.

Recommendation(s): Staff recommends approval of the resolution and award of the construction contract with Bayer Construction for the lighting upgrades in Stephen C. Beachy Central Park and Veterans Park and Athletic Complex in the amount of \$180,822 and ninety (90) construction days.

Summary: The proposed lighting upgrades include changing out the parking lot and street light fixtures at both parks to LED light fixtures. This project will further two of the City's strategic goals to become a 'Green Sustainable City' as well as being a 'Financially Sustainable City'. This project is in keeping with the Green Parks and Recreation Department Plan. It is projected that there will be a 50% or more savings on electricity (approximately \$20,000 per year) as well as savings for maintenance, as the units last 15-20 years before replacement, compared to five years for the current system.

Budget & Financial Summary: Four (4) sealed, competitive bids were received and opened on May 19, 2010. The bid summary is attached. Funds are available from the Federal Stimulus package the City received this year.

Attachments:

- 1) Resolution
- 2) Bid Number 10-59
- 3) Lighting Plan for Central Park
- 4) Lighting Plan for Veterans Park

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE STEPHEN C. BEACHY CENTRAL PARK AND VETERANS PARK AND ATHLETIC COMPLEX LIGHTING UPGRADE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Stephen C. Beachy Central Park and Veterans Park and Athletic Complex Lighting Upgrade Project; and

WHEREAS, the selection of Bayer Construction Electrical Contractors, Inc. is being recommended as the lowest responsible bidder for the construction services related to Stephen C. Beachy Central Park and Veterans Park and Athletic Complex Lighting Upgrade Project; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby finds that Bayer Construction Electrical Contractors, Inc. is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with Bayer Construction electrical Contractors, Inc. for \$180,822 for the labor, materials and equipment required for the improvements related to the Stephen C. Beachy Central Park and Veterans Park and Athletic Complex Lighting Upgrade Project.
- PART 3: That the funding for this Contract shall be as budgeted from the ARRA Stimulus Fund in the amount of \$180,822.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 24th day of June, A.D. 2010.

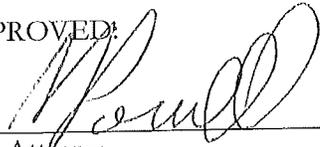
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

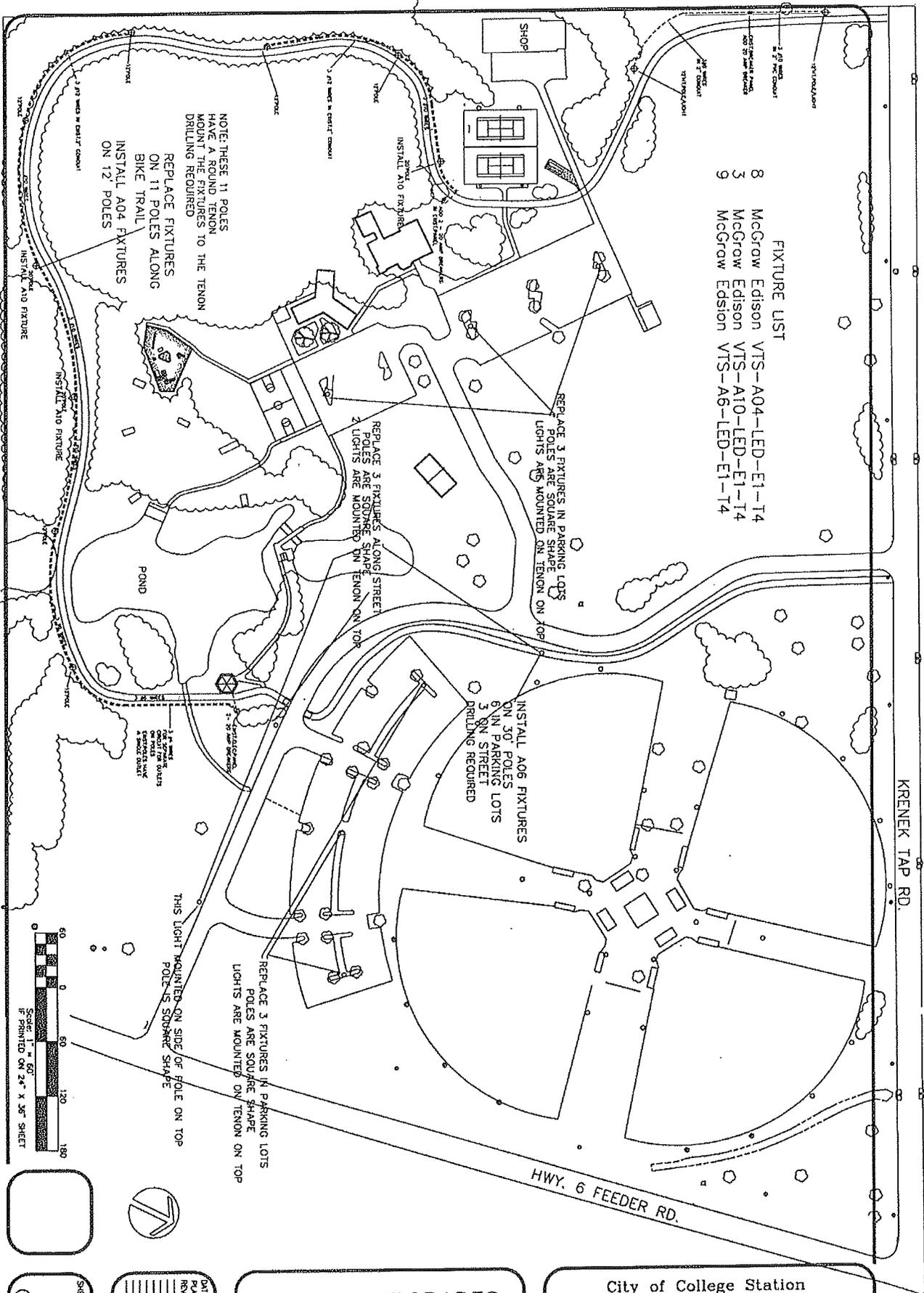


City Attorney

City of College Station - Purchasing Department
 Bid Tabulation for #10-59
 "Central and Veterans Park Lighting Improvements"
 Open Date: Wednesday, Wednesday, May 19, 2010 @ 2:00 p.m.



ITEM	UNIT	DESCRIPTION	Bayer Construction Hwy 101, TX		Dowling Electric Baytown, TX		Mink Brothers College Station, TX		College Station Electric Baytown, TX	
			UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
Base Bid Veterans Park										
1	27	Single Fixtures Installed	\$1,942.00	\$52,434.00	\$2,243.00	\$60,561.00	\$2,299.00	\$62,073.00	\$2,774.00	\$74,898.00
2	26	Double Fixtures Installed	\$3,850.00	\$99,580.00	\$4,436.00	\$115,336.00	\$4,454.00	\$115,804.00	\$5,176.50	\$134,589.00
Total Veterans				\$152,014.00		\$175,897.00		\$177,877.00		\$209,487.00
Base Bid Central Park										
3	8	Single Fixtures Installed (VTS-A04-LED-EL-T4)	\$1,300.00	\$10,400.00	\$1,400.00	\$11,200.00	\$1,527.00	\$12,216.00	\$2,251.00	\$22,008.00
4	3	Single Fixtures Installed (VTS-A10-LED-EL-T4)	\$2,158.00	\$6,474.00	\$2,333.00	\$7,199.00	\$2,618.00	\$7,854.00	\$3,790.00	\$11,370.00
5	9	Single Fixtures Installed (VTS-A06-LED-EL-T4)	\$1,326.00	\$11,934.00	\$1,776.00	\$15,984.00	\$1,854.00	\$16,686.00	\$3,167.00	\$28,503.00
Total Central				\$28,808.00		\$34,333.00		\$36,756.00		\$61,881.00
Total Veterans and Central Park				\$180,822.00		\$210,230.00		\$214,633.00		\$271,368.00
ALTERNATE Fixture Price Only										
1	Lot	Single Fixture (no labor) (VTS-A10-LED-EL-T4)	\$1,780.00	\$1,780.00	\$2,081.00	\$2,081.00	\$2,065.00	\$2,065.00	\$2,126.00	\$2,126.00
1	Lot	Single Fixture (no labor) (VTS-A04-LED-EL-T4)	\$934.00	\$934.00	\$1,090.00	\$1,090.00	\$1,156.00	\$1,156.00	\$1,089.00	\$1,089.00
Bid Certification			✓		✓		✓		✓	
Bid Bond			✓		✓		✓		✓	
Addendums Acknowledged (2)			2		2		2		2	



- FIXTURE LIST**
- 8 McGraw Edison VTS-A04-LED-E1-T4
 - 3 McGraw Edison VTS-A10-LED-E1-T4
 - 9 McGraw Edison VTS-A6-LED-E1-T4

NOTE: THESE 11 POLES HAVE A ROUND TENON MOUNT THE FIXTURES TO THE TENON DRILLING REQUIRED

REPLACE FIXTURES ON 11 POLES ALONG BIKE TRAIL

INSTALL A04 FIXTURES ON 12' POLES

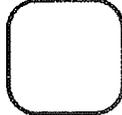
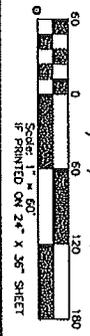
REPLACE 3 FIXTURES IN PARKING LOTS POLES ARE SQUARE SHAPE LIGHTS ARE MOUNTED ON TENON ON TOP

REPLACE 3 FIXTURES ALONG STREET POLES ARE SQUARE SHAPE LIGHTS ARE MOUNTED ON TENON ON TOP

INSTALL A06 FIXTURES ON 30' POLES ON PARKING LOTS ON STREET DRILLING REQUIRED

REPLACE 3 FIXTURES IN PARKING LOTS POLES ARE SQUARE SHAPE LIGHTS ARE MOUNTED ON TENON ON TOP

THIS LIGHT MOUNTED ON SIDE OF POLE ON TOP POLE IS SQUARE SHAPE



SHEET: **1** OF 1

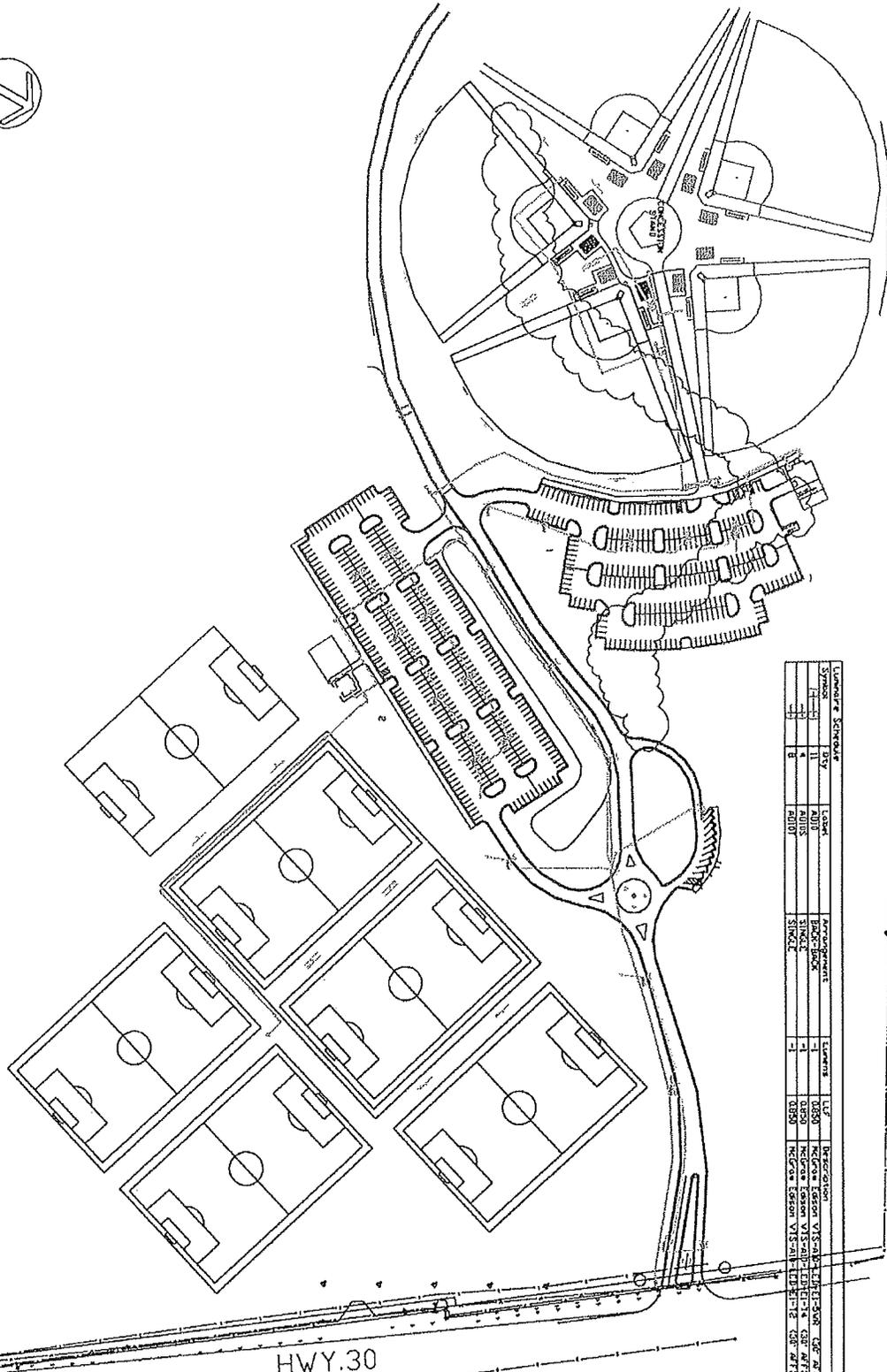
DATE: MAR-2010
 PLANNER: R99
 REVISIONS:

**LIGHTING UPGRADES
 CENTRAL PARK**

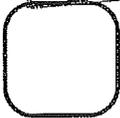
**City of College Station
 PARKS AND RECREATION DEPARTMENT**
 POST OFFICE BOX 9960 - 1000 KRENEK TAP ROAD
 COLLEGE STATION, TEXAS 77810



Scale 1" = 100'
 PRINTED ON A 24" X 36" SHEET



Landscape Schedule						
Symbol	Qty	Plant	Arrangement	Quantity	LF	Description
1	11	ADULT	BRIDGE BUSH	1	0.850	McGraw Edison VIS-2011-14 CSR W/P
2	4	ADULT	SHRUB	1	0.850	McGraw Edison VIS-2011-14 CSR W/P
3	4	ADULT	SHRUB	1	0.850	McGraw Edison VIS-2011-14 CSR W/P



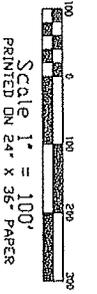
SHEET
1
 OF

DATE: _____
 DRAWN BY: _____
 REVISIONS: _____

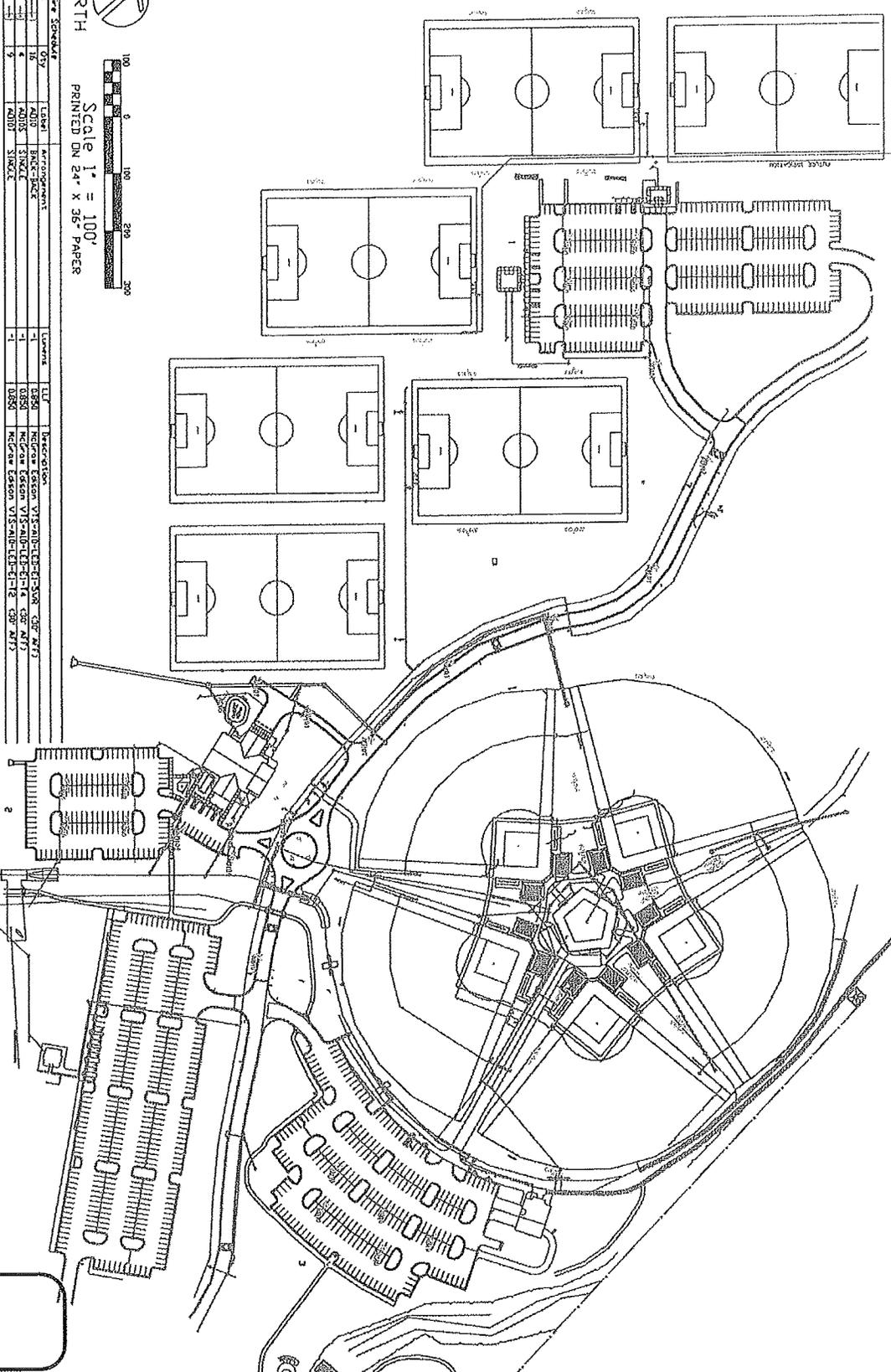
LIGHTING UPGRADES
 VETERANS, PHASE 1

City of College Station
 PARKS AND RECREATION DEPARTMENT
 POST OFFICE BOX 9960
 COLLEGE STATION, TEXAS 77842
 WWW.CSTX.GOV

SYMBOL	Label	ARRANGEMENT	SYMBOL	Label	ARRANGEMENT
1	ADJUTANT GENERAL	1	1	ADJUTANT GENERAL	1
2	ADJUTANT GENERAL	2	2	ADJUTANT GENERAL	2
3	ADJUTANT GENERAL	3	3	ADJUTANT GENERAL	3
4	ADJUTANT GENERAL	4	4	ADJUTANT GENERAL	4
5	ADJUTANT GENERAL	5	5	ADJUTANT GENERAL	5
6	ADJUTANT GENERAL	6	6	ADJUTANT GENERAL	6
7	ADJUTANT GENERAL	7	7	ADJUTANT GENERAL	7
8	ADJUTANT GENERAL	8	8	ADJUTANT GENERAL	8
9	ADJUTANT GENERAL	9	9	ADJUTANT GENERAL	9



Scale 1" = 100'
PRINTED ON 24" X 36" PAPER



SHEET:
1
OF

DATE:
PLANNER:
REVISIONS:

**LIGHT UPGRADES
VETERANS, PHASE 2**

City of College Station
PARKS AND RECREATION DEPARTMENT
POST OFFICE BOX 9960
COLLEGE STATION, TEXAS 77842
WWW.CSTX.GOV

June 24, 2010
Consent Agenda No 2E
Amendment to Azteca Systems, Inc. License and Update and Support Agreements

To: Glenn Brown, City Manager

From: Ben Roper, IT Director

Agenda Caption Presentation, possible action, and discussion regarding approval of an amendment to the Update and Support Agreement and License Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999, which amends the covered products and reduces annual maintenance costs by \$4,985.00.

Recommendation(s): Staff recommends approval.

Summary: This software (Cityworks) is a work order management system used in Public Works and being implemented in the Water Services Department. These amendments simply redefine the number of licenses we own and the number of licenses covered under our annually paid support. The number and type of licenses covered under our annually paid support has been reduced to reflect what is actually used and/or projected to be used in the next budget year.

Budget & Financial Summary: This amendment will reduce the maintenance budget, starting in 2010 by \$4,985.00 annually.

Attachments:

Amendment to Update and Support Agreement with Azteca Systems, Inc.
Amendment to the License Agreement with Azteca Systems, Inc.

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah
84070



Phone: (801) 523-2751
FAX (801) 523-3734
Email: azteca@cityworks.com
<http://www.cityworks.com>

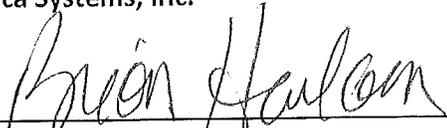
AMENDMENT #4
CITYWORKS[®] SOFTWARE LICENSE AGREEMENT
Contract No. C113399

Both parties agree to amend the Master Software License Agreement, Contract No. **C113399** between the **City of College Station, TX** (Licensee) and **Azteca Systems, Inc.**, dated 1/6/2000, which is incorporated herein by reference, to include Cityworks software licenses paid upon receipt of future purchase orders from the city and which will be licensed under the same terms and conditions.

Initial _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Azteca Systems, Inc.

By: 
Printed Name: Brian L. Haslam
Title: President
Date: 06/02/2010

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

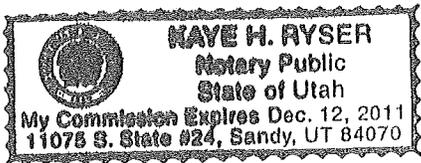
City Manager
Date: _____


City Attorney
Date: _____

Chief Financial Officer
Date: _____

STATE OF UTAH)
)
) **ACKNOWLEDGMENT**
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on the 2nd day of June, 2010, by Brian L. Haslam in his/her capacity as President of Azteca systems inc., a Utah corporation, on behalf of said corporation.



Naye H. Ryser
Notary Public in and for
the State of Utah

STATE OF TEXAS)
)
) **ACKNOWLEDGMENT**
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, in the capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on behalf of said City.

Notary Public in and for
the State of Texas

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah
84070



Ph. (801) 523-2751
FAX (801) 523-3734
Email: azteca@cityworks.com
Web: <http://www.cityworks.com>

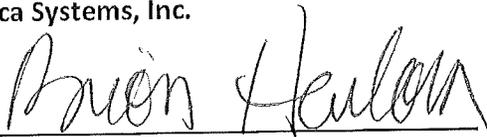
AMENDMENT #4
CITYWORKS[®] UPDATE & SUPPORT AGREEMENT
Contract No. U113399

Both parties agree to amend the Master Update and Support Agreement, Contract No. **U113399** between the **City of College Station, TX** (Licensee) and **Azteca Systems, Inc.**, dated 1/6/2000, which is incorporated herein by reference, to include Cityworks software licenses paid upon receipt of future purchase orders from the city with regards to update and support services and increase the annual update and support renewal amount specified in the referenced quote.

All other provisions of Contract No. U113399 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Azteca Systems, Inc.

By: 
Printed Name: Brian Haslam
Title: President
Date: 06/02/2010

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

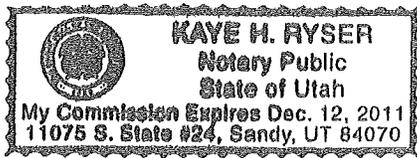
City Manager
Date: _____


City Attorney
Date: _____

Chief Financial Officer
Date: _____

STATE OF UTAH)
) ACKNOWLEDGMENT
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on the 2nd day of June, 2010, by Brian L. Haslam in his/her capacity as President of Azteca Systems Inc, a Utah corporation, on behalf of said corporation.



Kaye H Ryser
Notary Public in and for
the State of Utah

STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, in the capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on behalf of said City.

Notary Public in and for
the State of Texas

June 24, 2010
Consent Agenda No 2F
Rock Prairie Road Speed Limit

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, Section 3E (2)(i)(10), of the College Station Code of Ordinances changing the posted speed limit on the section of Rock Prairie Road between Stonebrook Drive and William D. Fitch Parkway from 50 mph to 40 mph.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: This item will amend Chapter 10, "Traffic Code," by changing the posted speed limit from 50 mph to 40 mph on the section of Rock Prairie Road between Stonebrook Drive and William D. Fitch Parkway.

Rock Prairie Roads is currently a two lane facility that provides access to the current landfill, which will continue to operate and accept waste through the end of the calendar year. Due to the landfill and other land uses along this roadway, there are a large number of heavy trucks that utilize Rock Prairie Road on a daily basis.

Over time, the usage of the roadway by heavy trucks has caused the facility to shift vertically, creating high and low spots along the roadway. The continuous and sometimes drastic deflections in the pavement could cause drivers difficulties if they are driving at the posted speed limit of 50 mph.

The Public Works Department has plans to excavate and reconstruct some of the pavement along Rock Prairie beginning June 23rd; however, to improve safety conditions for motorists until the entire roadway can be reconstructed as part of the capital improvement project, it is recommended that the speed limit be reduced from 50 mph to 40 mph.

Budget & Financial Summary: Funds for the "Speed Limit" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE" SECTION 3 "SPEED LIMITS" (E)(2)(i)(10), OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 10, "Traffic Code" Section 3 "Speed Limits" (E)(2)(i)(10), of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

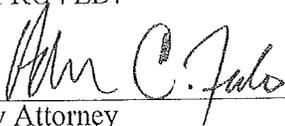
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

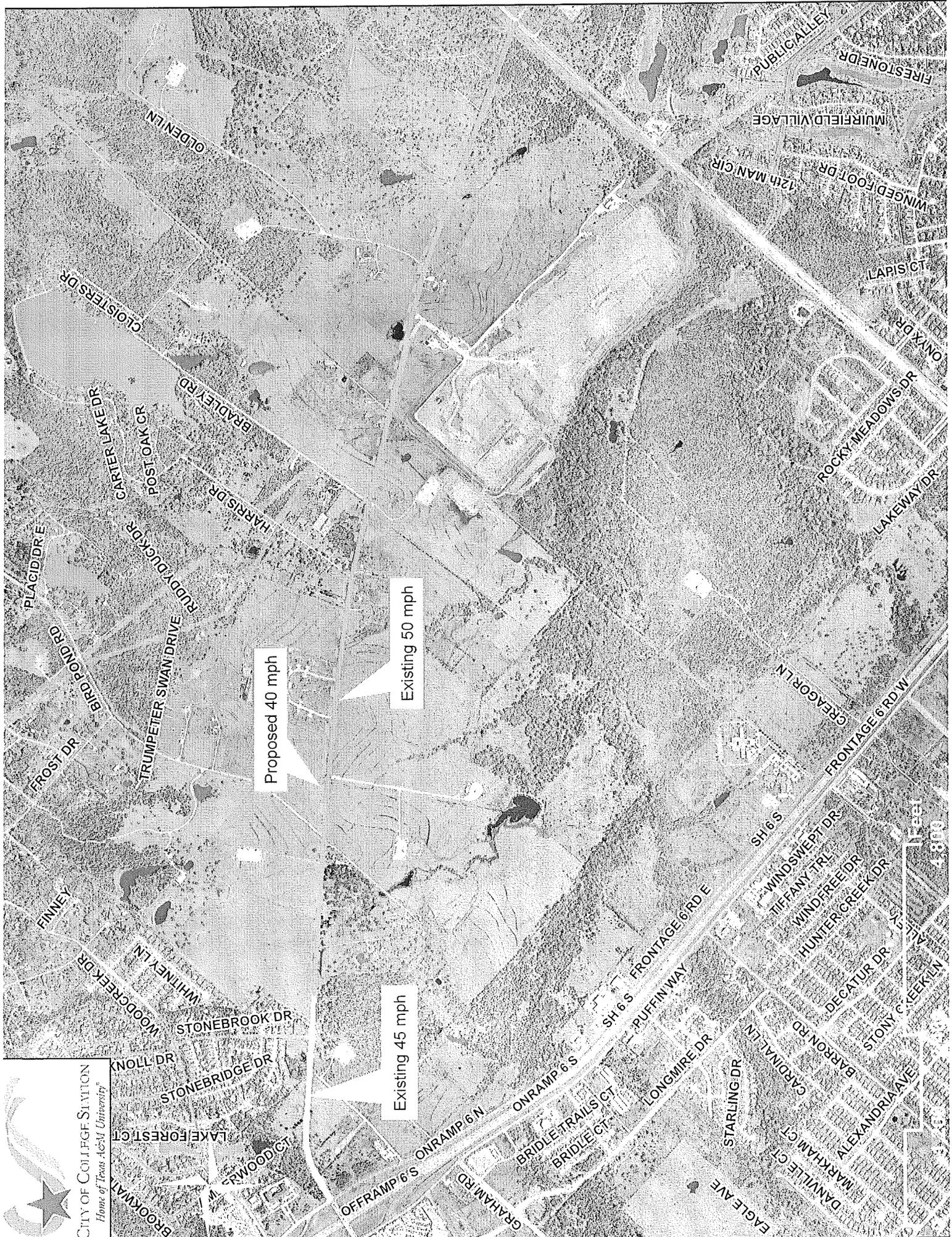
EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 3, "Speed Limits" part (E)(2)(i)(10), of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by modifying paragraph E.2, subsection i.10, and is to read as follows:

Rock Prairie Road, for traffic moving east and west, the speed limit shall be forty (40) miles per hour from the intersection of Rock Prairie Road and FM 2154 (Wellborn Road) to the intersection of Rock Prairie Road and SH 6 East Frontage Road.

For traffic moving in an easterly direction the speed limit shall be forty-five (45) miles per hour from the intersection of Rock Prairie Road and SH 6 East Frontage Road to the intersection with Stonebrook Drive. From the intersection of Rock Praire Road and Stonebrook Drive to the South City Limit, the speed limit shall be forty (40) miles per hour.

For traffic moving in a westerly direction, from the South City Limit to the intersection of Rock Prairie Road and Stonebrook Drive, the speed limit shall be forty (40) miles per hour. From the intersection of Rock Prairie Road and Stonebrook Drive to the intersection with SH 6 East Frontage Road, the speed limit shall be forty-five (45) miles per hour.



Proposed 40 mph

Existing 50 mph

Existing 45 mph



CITY OF COLLEGE STATION
Home of Texas A&M University

June 24, 2010
Consent Agenda Item No 2G
Twin Oaks Landfill Wetlands Mitigation Credit Purchase

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding a resolution to secure 22 Wetland Mitigation Credits from OXBOW Investments, Inc. in the amount of \$318,775.00 for the BSWMA Twin Oaks Landfill Project.

Recommendation(s): Staff recommends approval of the resolution.

Summary: This purchase is necessary to meet the remaining federal agency mitigation requirements for wetlands at the new landfill site on State Highway 30. The total purchase price for the credits will be \$451,000.00, including a \$132,225.00 or 15% deposit payment that was made in November, 2009. The Twin Oaks Landfill site is under construction south of SH 30 and Alum Creek in Grimes County, Texas. Because this site contains wetlands that will be disturbed during construction, BSWMA is required by the U.S. Army Corps of Engineers to obtain approval of a compensatory mitigation plan under a Clean Water Act, Section 404 Individual Permit.

The mitigation plan consists of the acquisition of 22 Wetland Mitigation Credits to offset the disturbed areas that will be affected during subsequent construction of all disposal cells or all construction during the operational life of the facility. Council approved an initial credit purchase on April 23, 2009 for current construction. Staff has then proceeded with efforts to mitigate the rest of the disturbed areas through an additional credit purchase. The BSWMA Policy Advisory Board was briefed on the contingency plan on April 13, 2009. The BSWMA, Inc. Board has been briefed on mitigation strategies as of June 16, 2010.

Due to the changes in mitigation strategies over the last two years, from easement acquisition to credit purchase, staff has been renegotiating the credit ratio amounts needed for the project with the U.S. Army Corps of Engineers, as credit purchase is preferred by the Corps. **Renegotiation has resulted in a reduction of credits needed, from 43 to 22, resulting in a savings of \$434,600.00**

The purchase is configured as:

22 credits X \$20,500 per credit = \$451,000.00
\$451,000 - \$132,225 2009 Deposit = \$318,775.00

Budget & Financial Summary: Funding for this credit purchase is available in the BSWMA Capital Improvements Fund. As BSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. **This item will also require the approval of the Bryan City Council.**

Attachments:

1. Resolution
2. Oxbow Investments, Inc. Invoice - June 9, 2010

not attached

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE PAYMENT OF A DEPOSIT ON 22 MITIGATION CREDITS IN THE STEELE CREEK MITIGATION BANK, ROBERTSON COUNTY, TEXAS, THROUGH OXBOW INVESTMENTS INC, AS REQUIRED PURSUANT TO THE MITIGATION PLAN FOR UNITED STATES ARMY CORPS OF ENGINEERS APPLICATION NO. 200100239 FOR THE TWIN OAKS LANDFILL PROJECT IN GRIMES COUNTY, TEXAS.

WHEREAS, in October, 2005, the City Council approved an engineering contract with HDR Engineering, Inc. for the final design of the Twin Oaks Landfill Project, and in October 2008, approved a construction contract with C. Watts and Sons Construction Co., Inc. for future phases of construction at the Twin Oaks Landfill Project, in western Grimes County, Texas; and

WHEREAS, at the time construction was to proceed, a United States Army Corps of Engineers Section 404 Permit No. 200100239 was required including an approved mitigation plan requiring the acquisition and conveyance of a conservation easement; and

WHEREAS, the United States Army Corps of Engineers has approved and accepted the City's submitted revised mitigation plan to purchase the remaining 22 Mitigation Credits in the Steele Creek Mitigation Bank in Robertson County, Texas, in lieu of off-site mitigation through the acquisition and conveyance of a conservation easement; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby finds that the purchase of the remaining 22 Mitigation Credits in the Steele Creek Mitigation Bank in Robertson County, Texas, is the only reasonable alternative to off-site mitigation through the acquisition and conveyance of a conservation easement.
- PART 2: That the City Council hereby approves the payment of a deposit for 22 Mitigation Credits in the Steele Creek Mitigation Bank in Robertson County, Texas, through OXBOW Investments, Inc. as part of the Twin Oaks Landfill Project.
- PART 3: That the City Council authorizes the Mitigation Credit Payment of \$318,775.00 to OXBOW Investments, Inc for said 22 Mitigation Credits.
- PART 4: That the funding for the Mitigation Payment shall be budgeted from the Brazos Valley Solid Waste Management Agency Capital Improvement Projects Fund in the amount of \$318,775.00.
- PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

Carla A Robinson

City Attorney

June 24, 2010
Consent Agenda No 2H
BVSWMA Dozer Fire Repair

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding ratification of an expenditure of \$72,188.65 to Rush Equipment Centers of Texas, Inc, for heavy equipment repair services for fire related damage to the BVSWMA's 1050 Dozer.

Recommendation(s): Staff recommends that Council ratify the expenditure made to Rush Equipment Centers of Texas, Inc.

Summary: On Thursday April 29, 2010, BVSWMA's John Deere 1050 Dozer caught fire. After investigations by both the City of College Station's Fire Investigator and Rush Equipment, it was determined that the fire was caused by a broken o-ring. Pressure built up around the threads and caused the hydraulic fluid to be released. The fluid sprayed and hit the exhaust manifold causing the fire. In addition, the plastic fuel filter melted adding additional diesel fuel to the fire.

The dozer is a critical piece of equipment in BVSWMA's waste disposal operations and a rental machine was utilized in the amount of \$6,000.00 a month while the machine was out of operation. The dozer repairs, in addition to adding an automatic fire suppression system, will both extend the life of this unit as well as increase the value at the time of trade in.

Budget & Financial Summary: Funds in the BVSWMA Contingency Account are available for this expenditure. The BVSWMA Inc. Policy Advisory Board was briefed on the emergency repair work on May 19, 2010. **As this purchase is in excess of \$50,000, it will require the approval of the Bryan City Council.**

Attachments:

Rush Equipment Centers of Texas, Inc – Repair Invoice

RUSH EQUIPMENT CENTERS OF TEXAS, INC.
 10100 N. LOOP EAST
 Houston, Texas 77029
 PH (713) 679-6700
 FAX (713) 674-0305

Ship To: CITY OF COLLEGE STAT
 HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
 PO BOX 9973
 COLLEGE STATION TX
 77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 01
Account No. CITYO007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{fold} PH
TN008637	JD1050C CRAWLER DO 1050C	X LU1050C008637	04/30/07 10/30/12	8000	
REPAIR# 1 5 630 NA	05/12/10 05/12/10		46.63	46.63	
REPAIR OF MACHINE FIRE DAMAGE					
*TECHNICIANS COMMENTS*****					
* REMOVE ALL DAMAGED COMPONENTS FROM THE MACHINE ENGINE					
*COMPARTMENT. WITH REMOVED CLEAN THE COMPLETE MACHINE TO					
*REMOVE ANY FIRE RESIDUE THAT COULD CONTAMINATE SENSITIVE					
*ITEMS. INSTALL ALL NEW HARNESS AND HOSES. INSTALL NEW					
*ALTERNATOR AND ENSURE ALL CONNECTIONS ARE PROPER.					
*REASSEMBLE THE COMPONENTS BACK INTO THE ENGINE BAY. TEST					
*RUN MACHINE FOR PROPER OPERATION.					
*THE FIRE DAMAGE MUST BE REPAIRED BEFORE ANY HIDDEN OR					
*RESIDUAL DAMAGE IS FOUND OR DETERMINED. ONCE THIS IS DONE					
*AND IF NEEDED, THEN RUSH WILL PROVIDE THE CITY OF COLLEGE					
*STATION WITH A REVISED ESTIMATE FOR THE ADDITIONAL REPAIRS.					

AT218824	SEALING WASHER	3 S	.42	1.26	
AT218893	ELBOW FITTING	2 N	7.99	15.98	
AT218918	FITTING	1 N	6.99	6.99	
AT263586	HOSE	1 N	32.20	32.20	
AT266536	FLAT BELT	1 N	53.00	53.00	
AT266538	ALTERNATOR	1 N	1040.00	1040.00	
AT266580	SEALING RING	1 N	.55	.55	
AT266611	CENTRAL CONTROL	1 N	1740.00	1740.00	
AT266628	TORSIONAL DAMPE	1 N	1450.00	1450.00	
AT266631	FITTING	1 N	95.00	95.00	
AT266635	O-RING	4 N	.49	1.96	
AT266637	SENSOR	1 N	165.00	165.00	

CONTINUED ON PAGE 02

RUSH EQUIPMENT CENTERS OF TEXAS, INC.

10100 N. LOOP EAST
Houston, Texas 77029
PH (713) 679-6700
FAX (713) 674-0305

Ship To: CITY OF COLLEGE STAT
HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
PO BOX 9973
COLLEGE STATION TX
77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 02
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	FM ^{fold}
TN008637	JD1050C CRAWLER DO 1050C	X	LU1050C008637	04/30/07 10/30/12	8000	PH
AT266638	SENSOR	1	N 165.00		165.00	
AT266663	PULLEY	1	N 405.00		405.00	
AT274247	SEAL	11	N .70		7.70	
AT274265	HOSE CLAMP	4	N 1.70		6.80	
AT274478	SENSOR	1	N 120.00		120.00	
AT274704	O-RING	1	N 4.90		4.90	
AT274864	HOSE	1	N 69.00		69.00	
AT276887	SCREW	1	N 2.15		2.15	
AT276957	AIR COOLER	1	N 3690.00		3690.00	
AT277091	COUPLING	2	N 7.99		15.98	
AT277105	O-RING	1	N 5.99		5.99	
AT277160	BOLT	10	N 3.35		33.50	
AT277353	FILTER	1	N 740.00		740.00	
AT277413	HYDRAULIC HOSE	1	N 121.68		121.68	
AT277422	HYDRAULIC HOSE	1	N 39.60		39.60	
AT277428	HYDRAULIC HOSE	2	N 445.00		890.00	
AT277458	HOSE	2	N 210.00		420.00	
AT277642	CLIP	4	N 16.25		65.00	
AT277739	SEAL	1	N 165.00		165.00	
AT277768	GASKET	2	N 72.00		144.00	
AT277777	DIPSTICK	1	N 19.99		19.99	
AT277854	FAN	1	N 415.00		415.00	
AT277959	BUSHING	2	N 67.00		134.00	
AT277960	BUSHING	2	N 91.00		182.00	
AT278010	EXHAUST PIPE	1	N 995.00		995.00	
AT278011	EXHAUST PIPE	1	N 970.00		970.00	
AT278024	PIN FASTENER	1	N 150.00		150.00	
AT278112	HYDRAULIC HOSE	1	N 124.95		124.95	
AT278158	HYDRAULIC HOSE	1	N 94.39		94.39	
AT278410	HYDRAULIC HOSE	1	N 56.50		56.50	
AT279816	BELT TENSIONER	1	N 385.00		385.00	

CONTINUED ON PAGE 03

RUSH EQUIPMENT CENTERS OF TEXAS, INC.

10100 N. LOOP EAST
Houston, Texas 77029
PH (713) 679-6700
FAX (713) 674-0305

Ship To: CITY OF COLLEGE STAT
HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
PO BOX 9973
COLLEGE STATION TX
77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 03
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	FM ^{old}
TN008637	JD1050C CRAWLER DO 1050C		X LU1050C008637	04/30/07 10/30/12	8000	PH
AT279824	FUEL FILTE	2	15.99		31.98	
AT279922	WATER TRAP	1 N	305.00		305.00	
AT279923	HYDRAULIC HOSE	1 N	43.99		43.99	
AT300136	MUFFLER	1 N	730.00		730.00	
AT300690	HYDRAULIC HOSE	1	99.94		99.94	
AT301835	HYDRAULIC HOSE	2 N	83.94		167.88	
AT301838	FITTING	1 N	11.25		11.25	
AT301839	FITTING	1 N	6.75		6.75	
AT301840	CHECK VALVE	1 N	175.00		175.00	
AT301841	UNION FITTING	2 N	28.25		56.50	
AT301850	HYDRAULIC HOSE	1	273.90		273.90	
AT301851	HYDRAULIC HOSE	1	341.29		341.29	
AT301884	BELT TENSIONER	1 N	470.00		470.00	
AT302389	WIRING HARNESS	1 N	8140.00		8140.00	
AT305748	KIT	1 N	1430.00		1430.00	
AT308222	PLATE	1 N	170.00		170.00	
AT314784	COVER	1 N	170.00		170.00	
AT323039	SENDER	1 N	140.00		140.00	
LW10024847	HYDRAULIC HOSE	1 N	57.90		57.90	
LW10290519	BACK-UP RING	2 N	4.20		8.40	
LW10290520	ORING	6 N	2.80		16.80	
LW10306142	HOSE	1 N	40.99		40.99	
LW472300414	TEE FITTING	2 N	15.75		31.50	
R123449	BELT	1 S	46.25		46.25	
SWCOM-4D-P	WET CHARGE	2	217.65		435.30	
TY22328FT	HOSE PER FOOT	44	2.90		127.60	
19M7361	CAP SCREW	6	3.73		22.38	
19M7872	CAP SCREW	3	2.57		7.71	
19M8008	CAP SCREW	10 S	2.57		25.70	
	PARTS				28824.08	
	LABOR				4196.70	

CONTINUED ON PAGE 04

RUSH EQUIPMENT CENTERS OF TEXAS, INC.
 10100 N. LOOP EAST
 Houston, Texas 77029
 PH (713) 679-6700
 FAX (713) 674-0305

Ship To: CITY OF COLLEGE STAT
 HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
 PO BOX 9973
 COLLEGE STATION TX
 77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 04
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{fold}
TN008637	JD1050C CRAWLER DO 1050C	X LU1.050C008637	04/30/07 10/30/12	8000	PH
10402002		REPAIR TOTAL==>		33020.78	

REPAIR# 2 5 630 NA 05/12/10 05/13/10
 RECONDITION OF RADIATOR COOLING COMPONENTS 15.36 15.36

 *TECHNICIANS COMMENTS*****
 *
 *REMOVE ALL ENGINE RADIATOR COMPONENTS. CLEAN THE COMPLETE *
 *ASSEMBLY AND INSTALL NEW RADIATOR. INSTALL NEW HOSES, AND *
 *CHECK VALVES. FILL ENGINE COOLING SYSTEM WITH NEW COOLANT. *
 *TEST RUN FOR PROPER COOLING. *
 *

AT266123	HOSE CLAMP	8 N	36.75	294.00
AT266550	SPACER	1 N	670.00	670.00
AT266664	PULLEY	1 N	995.00	995.00
AT274191	BULK HOSE	1 N	19.25	19.25
AT274491	HAND OPERATED V	2 N	37.99	75.98
AT274755	PLATE	4 N	1.65	6.60
AT274864	HOSE	1 N	69.00	69.00
AT275006	GAUGE	1 N	66.00	66.00
AT276095	CLAMP	4 N	2.05	8.20
AT276742	SPRING WASHER	8 N	.25	2.00
AT276956	RADIATOR	1 N	6050.00	6050.00
AT277041	SWITCH	2 N	77.00	154.00
AT277161	PLATE	4 N	1.65	6.60
AT277197	CLAMP	12 N	2.10	25.20
AT277378	HOSE	2 N	150.00	300.00
AT277560	O-RING	1 N	3.05	3.05
AT277590	SOLENOID VALVE	1 N	830.00	830.00
AT278014	TUBE	2 N	410.00	820.00

CONTINUED ON PAGE 05

RUSH EQUIPMENT CENTERS OF TEXAS, INC.
 10100 N. LOOP EAST
 Houston, Texas 77029
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Ship To: CITY OF COLLEGE STAT
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 77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 05
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	
TN008637	JD1050C CRAWLER DO 1050C	X	LU1050C008637	04/30/07 10/30/12	8000	FM ^{old} PH
AT278033	HOSE	1	N 105.00		105.00	
AT278216	HOSE	2	N 145.00		290.00	
AT278322	HOSE	1	N 10.25		10.25	
AT278329	HOSE	1	N 9.75		9.75	
H77698	TIE BAND	30	.88		26.40	
LW10292206	HOSE CLAMP	8	N 4.00		32.00	
LW10306147	HOSE	1	N 91.00		91.00	
LW10471341	FILLER CAP	1	N 60.00		60.00	
LW10471436	BALL COCK VALVE	1	N 40.25		40.25	
LW7410169	HOSE CLAMP	3	N 6.75		20.25	
LW9413432	ADAPTER FITTING	1	N 380.00		380.00	
OFS6602-121212	FITTING	2	17.08		34.16	
19M7735	SCREW	8	N 1.15		9.20	
19M8359	CAP SCREW	4	S 2.68		10.72	
237450	HOSE ASSY	1	133.33		133.33	
237452	HOSE ASSY	1	98.17		98.17	
237453	HOSE ASSY	1	106.67		106.67	
			PARTS		11852.03	
			LABOR		1382.40	
10402002			REPAIR TOTAL==>		13234.43	

REPAIR# 3 5 630 NA 05/12/10 05/20/10
 RECONDITION OF HYDRAULIC COOLING FAN 16.12 16.12

 *TECHNICIANS COMMENTS*****
 *
 *REMOVED FAILED HYDRAULIC FAN COMPONENTS FROM THE MACHINE. *
 *REPLACED ALL COMPONENTS WITH NEW. INSTALLED THE NEW FAN *
 *PUMP, FAN, AND COOLERS, AND CONNECTED LINES. ADJUSTED *
 *HYDRAULIC FLUID. TEST RAN MACHINE FOR PROPER OPERATION-OK. *
 *

RUSH EQUIPMENT CENTERS OF TEXAS, INC.

10100 N. LOOP EAST
Houston, Texas 77029
PH (713) 679-6700
FAX (713) 674-0305

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HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
PO BOX 9973
COLLEGE STATION TX
77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 06
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{old} PH
TN008637	JD1050C CRAWLER DO 1050C		X LU1050C008637	04/30/07 10/30/12	8000	PH

AT276943	HYDRAULIC MOTOR	1	N 1430.00		1430.00	
AT277590	SOLENOID VALVE	2	N 830.00		1660.00	
AT311275	WIRING HARNESS	1	N 2700.00		2700.00	
	PARTS				5790.00	
	LABOR				1450.80	
10402002	REPAIR TOTAL==>				7240.80	
REPAIR# 4 5 630 NA			05/12/10 05/12/10			
RECONDITION OF AIR CONDITIONING COMPONENTS 11.11 11.11						

*TECHNICIANS COMMENTS*****						
*REMOVE FAILED A/C COMPONENTS FROM THE MACHINE. REPLACE A/C						
*LINES, COMPRESSOR WITH NEW. PULL VACUUM ON A/C SYSTEM AND						
*CHECK FOR LEAKS-OK. CHARGE SYSTEM WITH FREON. TEST RUN						
*MACHINE FOR PROPER OPERATION AND COOLING-OK.						

AT266571	SCREW	8	N 6.75		54.00	
AT266663	PULLEY	1	N 405.00		405.00	
AT274338	SENSOR	1	N 200.00		200.00	
AT275160	RECEIVER-DRYER	1	N 195.00		195.00	
AT278212	REFRIGERANT HOS	1	N 590.00		590.00	
AT278213	REFRIGERANT HOS	1	N 225.00		225.00	
H77698	TIE BAND	20	.88		17.60	
LW10024847	HYDRAULIC HOSE	1	N 57.90		57.90	
LW10116767	COMPRESSOR	1	N 1470.00		1470.00	
LW10118558	GASKET	1	N 4.20		4.20	
LW10290519	BACK-UP RING	2	N 4.20		8.40	
LW10290520	ORING	6	N 2.80		16.80	

CONTINUED ON PAGE 07

RUSH EQUIPMENT CENTERS OF TEXAS, INC.

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Houston, Texas 77029
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Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 07
Account No. CITYO007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{old} PH
TN008637	JD1050C CRAWLER DO 1050C	X	LU1050C008637	04/30/07 10/30/12	8000	
TY22464	CLAMP	4	2.93		11.72	
TY22465	CLAMP	5	2.93		14.65	
TY22467	CLAMP	2	2.93		5.86	
TY22561	HOSE	8	3.62		28.96	
			PARTS		3305.09	
			LABOR		999.90	
10402002			REPAIR TOTAL==>		4304.99	

REPAIR# 5 5 CUST NA 05/12/10 05/27/10

PARTS FREIGHT

*TECHNICIANS COMMENTS*****

*PARTS FREIGHT FOR ALL SEGMENTS

STRCC	DALLAS FREIGHT	1	2361.66	2361.66
	PARTS			2361.66
10402002			REPAIR TOTAL==>	2361.66

REPAIR# 6 5 CUST NA 05/12/10 05/12/10

COMPLETE LEVEL 4 PREVENTATIVE MAINTANCE 12.00 12.00

*TECHNICIANS COMMENTS*****

*PULL OIL SAMPLES AND SEND TO LAB,

*CHANGE ENGINE OIL & FILTER,

*CHANGE PRIMARY AND SECONDARY FUEL FILTERS,

*CHANGE INNER & OUTER AIR FILTERS,

*CHANGE HYDROSTATIC OIL & FILTER,

*CHANGE HYDRAULIC OIL & FILTER,

*CHANGE OIL IN BOTH FINAL DRIVE ASSEMBLIES,

RUSH EQUIPMENT CENTERS OF TEXAS, INC.

10100 N. LOOP EAST
Houston, Texas 77029
PH (713) 679-6700
FAX (713) 674-0305

Ship To: CITY OF COLLEGE STAT
HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
PO BOX 9973
COLLEGE STATION TX
77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 08
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#	DESCRIPTION	HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{old} PH
TN008637	JD1050C CRAWLER DO 1050C		X LU1.050C008637	04/30/07 10/30/12		8000 PH
	*CHANGE COOLANT IN RADIATOR,			*		
	*CHANGE COOLANT FILTER,			*		
	*CLEANED BATTERY CONNECTIONS,			*		
	*CHECKED ALL FLUID LEVELS AND GREASE MACHINE.			*		
	*CHANGE ENGINE CRANKCASE OIL SEPARATOR			*		
	*CHANGE SPLITTER BOX OIL			*		
	*CHANGE TRANSMISSION/HYDRAULIC REPLENISHING OIL CASE RETURN			*		
	*FILTER,			*		
	*** INSPECTION REPORT **			*		
	*			*		
	*****			*		
AR69445	HY-GARD	1	593.51		593.51	
AT180344	KIT	1	184.50		184.50	
AT183016	KIT	1	26.09		26.09	
AT274386	ENGINE COOLANT	1 N	44.99		44.99	
AT274738	FILTER ELE	1	17.25		17.25	
AT275430	BREATHER	1	162.50		162.50	
AT277355	FILTER ELE	1	65.00		65.00	
AT277356	FILTER ELE	1	33.50		33.50	
AT300689	FILTER ELEMENT	1 N	78.00		78.00	
AT303189	COMP KIT	3	22.92		68.76	
AT317904	KIT	1	22.92		22.92	
LW10297295	OIL FILTER	2	24.75		49.50	
PMWF2073	COOLANT FI	1	22.39		22.39	
TY26576	COOL-GARD TM	8	26.67		213.36	
TY26675	PLUS-50 II	3	33.88		101.64	
TY6382	LUBRICANT	13	22.56		293.28	
15W40B	15W40B Qts Bulk	322	3.88		1249.36	
			PARTS		3226.55	
			LABOR		720.00	
			REPAIR TOTAL==>		3946.55	

10402002

CONTINUED ON PAGE 09

RUSH EQUIPMENT CENTERS OF TEXAS, INC.

10100 N. LOOP EAST
Houston, Texas 77029
PH (713) 679-6700
FAX (713) 674-0305

Ship To: CITY OF COLLEGE STAT
HOWARD STOUGH

Invoice To: CITY OF COLLEGE STATION
PO BOX 9973
COLLEGE STATION TX
77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 09
Account No. CITY0007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{fold}
TN008637	JD1050C CRAWLER DO 1050C	X LU1050C008637	04/30/07 10/30/12	8000	PH
REPAIR# 7 5 CUST NA	05/12/10			13.88	13.88
TRUCKING PICK UP MACHINE -HAUL TO HOUSTON ONCE COMPLETE, THEN HAUL MACHINE BACK TO COLLEGE STATION (ROUND TRIP)					
REPAIR# 8 5 CUST NA	05/12/10	05/28/10			
RELOCATE FUEL SHUT OFF VALVE *TECHNICIANS COMMENTS***** * * REMOVE FUEL SHUT OFF FROM TANK EXIT. FABRICATE BRACKET * * TO BE PLACED IN RIGHT SIDE ACCESS DOOR. FABRICATE NEW HOSE * * ONCE COMPLETE AND TEST FOR PROPER OPERATION. * * ***** LW10471436 BALL COCK VALVE 1 N 40.25 40.25 PARTS 40.25 LABOR 234.00 REPAIR TOTAL==> 274.25					
10402002					
REPAIR# 9 5 CUST NA	05/27/10	05/27/10			
REMOVAL OF FRONT GRILL ASSEMBLY HOUSING. *TECHNICIANS COMMENTS***** * *WHEN DISASSEMBLING MACHINE FOUND THAT THE FRONT HOUSING * * ASSEMBLY FOR THE RADIATOR WAS SIEZED. REMOVAL OF THIS * * COMPONET IS NESSCARY TO GAIN ACCESS TO THE RADITOR/COOLER * * REPAIRS, AND TO FILL THE RADITOR WITH FLUID. WHEN TRYING TO * * PRESS PINS OUT THEY WERE SIEZED. TRIED TO HEAT PINS TO * * REMOVE-NO LUCK. HAD TO BLOW THROUGH PINS WITH FLASH ROD TO * * HOLLOW AND ALLOW FOR SHRINKING. ONCE COMPLETE REMOVED THE * CONTINUED ON PAGE 10					

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Date 05/28/10	Time 15:37:40 (O)	Page 10
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DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS	FM _{fold}
TN008637		JD1050C CRAWLER DO 1050C	X LU1050C008637	04/30/07 10/30/12	8000 PH
* ASSEMBLY FOR REPAIR.					

AT277961	1	N BUSHING	63.00		63.00
AT278008	2	N PIN FASTENER	330.00		660.00
AT278024	1	N PIN FASTENER	150.00		150.00
		PARTS			873.00
		LABOR			720.90
10402002		REPAIR TOTAL==>			1593.90

REPAIR# 10 5 CUST NA 05/28/10 05/28/10
ADDITIONAL TIME NEEDED TO COMPLETE REPAIRS THAT WERE UN-FORE
SEEN WHEN QUOTING.
*TECHNICIANS COMMENTS*****
*

*MACHINE WAS BROUGHT TO RUSH BY RUSH. UPON ARRIVING THE
*HYDRAULIC SYSTEM WAS DRY OF HYDRAULIC OIL, IN TURN NOT
*ALLOWING THE BRAKES TO BE RELEASED. HAD TO HAVE TECHNICIAN
*HAUL OIL TO THE LOADING DOCK AND PRIME THE HYDRAULIC SYSTEM
*TO ALLOW FOR THE BRAKES TO BE RELEASED AND REMOVE THE
*MACHINE FROM THE TRANSPORT TRAILER. ONCE REMOVED THE MACHINE
*WAS PUSHED BY ANOTHER MACHINE TO THE WASHRACK TO REMOVE
*THE EXCESSIVE OIL, AND TRASH TO BEGIN THE DISASSEMBLY PROCES
*S. TOTAL TIME SPENT WAS 7.5 HOURS @ 90.00 = \$675.00

*WITH CAB LIFTED FOUND THAT ALL LINES RUNNING TO THE CONTROL
*VALVE WERE LEAKING DUE TO WEAK O-RINGS. REMOVED THE HOSES
*THAT RAN TO THE FRONT SECTION OF THE MACHINE THAT WERE GOING
*TO BE REPLACED. HAD HOSES FABRICATED. IN THE MEAN TIME WE
*REMOVED ALL CONTROL VALVE HOSES AND INSTALLED NEW O-RINGS

CONTINUED ON PAGE 11

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COLLEGE STATION TX
77842-7973

Branch HOUSTON		
Date 05/28/10	Time 15:37:40 (O)	Page 11
Account No. CITYO007	Phone No. 979 7643847	Invoice No. W88686
Ship Via PS1222/78K	Purchase Order SAMANTHA BEST	
Sales Tax License No.	Federal Exemption No.	
		Salesperson 242

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS	FMold—
IN008637		X LU1050C008637	04/30/07		
JD1050C CRAWLER DO 1050C			10/30/12	8000	PH
*AND COMPLETED A VISUAL INSPECTION OF THE FITTING TO HELP * *STOP FUTURE LEAKS. ONCE COMPLETE REPLACING THE O-RINGS WE * *RECEIVED THE NEW HOSES AND INSTALLED AND ROUTED TO THE * *FRONT SECTIONS. DOUBLE CHECKED ALL HOSES TO ENSURE PROPER * *OPERATION AND LEAKS-OK. TOTAL TIME SPENT 20 HOURS @ 90.00/HR* *= \$1800.00. * ***** * *WHEN REMOVING BURNT/DAMAGED WIRING HARNESS FOUND THAT MACHIN * *E MOUNTS THAT SECURE THE HARNESS HAD RUBBER INSERTS THAT * *MELTED TO THE HARNESS. THE MOUNTS HAVE TO BE REUSED FOR THE * *NEW HARNESS. HAD TO GO TO EACH OF THE FOURTEEN MOUNTS AND RE * *MOVE THE FRAGMENTATION OF THE HARNESS, AND CLEAN THE MOUNT * *AND COMPLETE INSTALL RUBBER INSERT AND NEW WIRING HARNESS. * *TOTAL TIME SPENT REPAIRING WAS 8.32/HOURS @ 90.00/HR = * *\$ 748.80 * ***** * *ADDITIONAL TIME SPENT REMOVING TRASH, OIL, AND DEBRIS FROM * *THE LOWER PANS OF THE AMCHINE. THE AMCHINE AHD TO BE COMPETE * *LY CLEANED TO ENSURE NO LEAKS. TEST RAN FOR PROPER OPERATION * *-OK. TOTAL TIME SPENT 2.95/HOUR @ 90.00/HR = \$ 265.50 * * * ***** *					
		LABOR		3489.30	
10402002		REPAIR TOTAL==>		3489.30	

**** WORK ORDER TOTALS ****

PARTS 56272.66
LABOR 13194.00
ENVIRON. CHARGE 168.33
FUEL SURCHARGE 222.60

CONTINUED ON PAGE 12

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DESCRIPTION

STK#/FLEET#	DESCRIPTION	HRS	PIN/EIN	WARRANTY DATE	HRS	FM ^{old}
TN008637	JD1050C CRAWLER DO 1050C		X LU1050C008637	04/30/07 10/30/12	8000	PH
			PERMIT FEE		285.00	
			SERV TRUCKING		1494.74	
			SHOP SUPPLIES		551.32	
	668 261706		TOTAL IBS CHARGE		72188.65	



June 24, 2010
Consent Agenda Item No 2I
Discovery Drive Phase II Sidewalks & Traffic Signal (ST0804)

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No.10-202) with Acklam Construction Co., Ltd., in the amount of \$204,749.60 for the Discovery Drive Phase II Sidewalks and Traffic Signal project.

Recommendation(s): Staff recommends approval of the construction contract.

Summary: This project (as well as Discovery Drive Phase I) is being delivered by the City and in return, the Texas Department of Transportation is delivering the University Drive Pedestrian Improvements Phase I. The scope of phase II is to construct ADA compliant pedestrian sidewalks along Raymond Stotzer from Agronomy Road to Discover Drive. The sidewalk will be located on the northside of Raymond Stotzer connecting to existing sidewalks where possible. Additionally, a traffic signal is being installed at the Large Animal Hospital Driveway. With the projected construction budget of \$204,749.60, Acklam Construction Co., Ltd. was selected to construct the project because they were the lowest responsible bidder in response to the city's solicitation of bids.

Budget & Financial Summary: Funds in the amount of \$2,000,000.00 were budgeted for phases I & II of this project within the Streets Capital Improvement Projects Fund. Funds in the amount of \$951,469.70 have been expended or committed to date, leaving a balance of \$1,048,530.30 for this construction contract and future expenses.

Attachments:

- 1.) Resolution
- 2.) Project Location Map
- 3.) Bid Tabulation
- 4.) Engineer's Estimate

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE DISCOVERY DRIVE PHASE II SIDEWALKS AND TRAFFIC SIGNAL PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Discovery Drive Phase II Sidewalks and Traffic Signal Project; and

WHEREAS, the selection of Acklam Construction Co., Ltd. is being recommended as the lowest responsible bidder for the construction services related to Discovery Drive Phase II Sidewalks and Traffic Signal; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby finds that Acklam Construction Co., Ltd. is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with Acklam Construction Co., Ltd. for \$204,749.60 for the labor, materials and equipment required for the improvements related to the Discovery Drive Phase II Sidewalks and Traffic Signal Project.
- PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Projects Fund in the amount of \$2,000,000.00.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 24th day of June, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

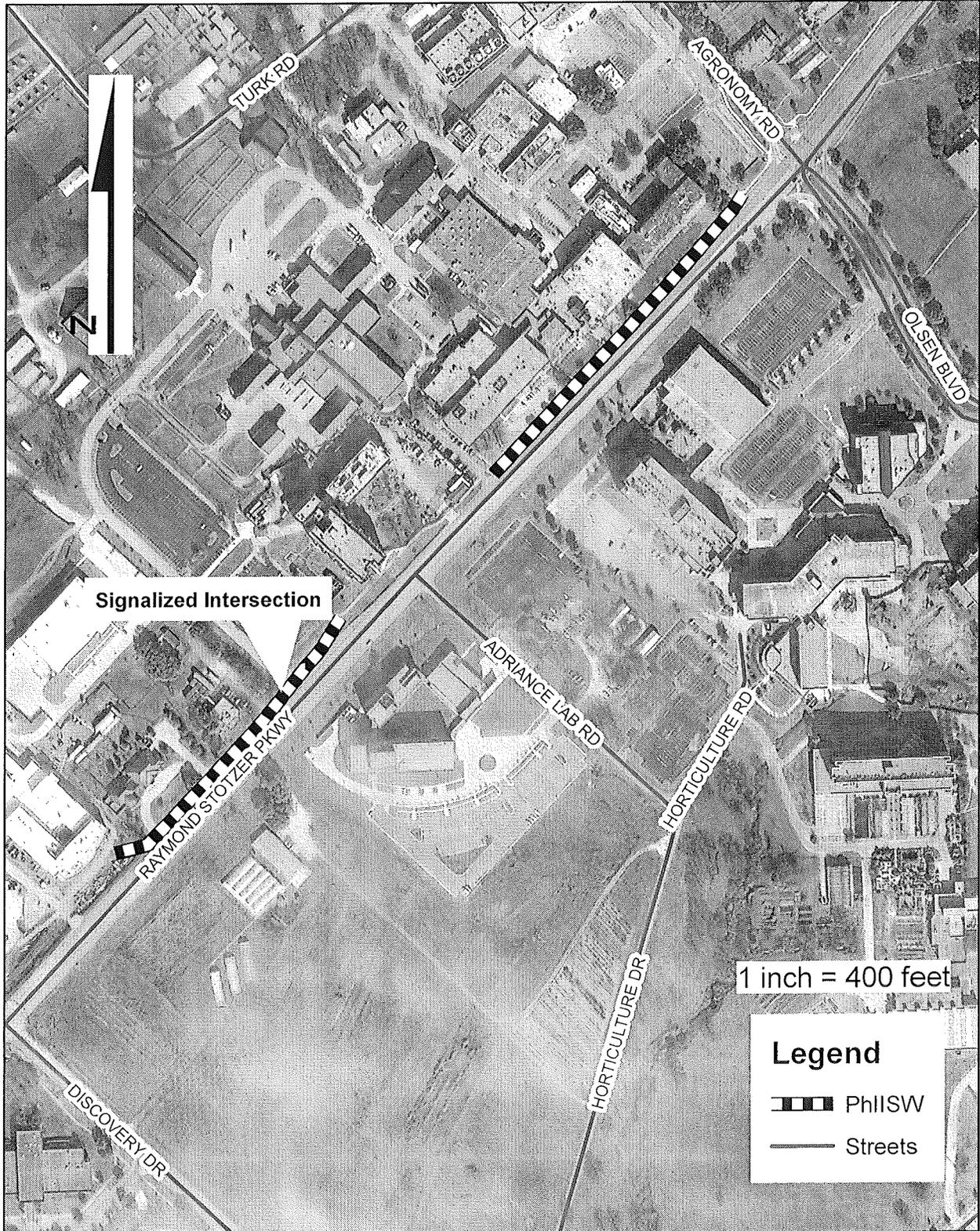
MAYOR

APPROVED:

Carla A Robinson

City Attorney

Discovery Drive Extension Phase II Sidewalk & Traffic Signal Project Location Map





City of College Station - Purchasing Division
 Bid Tabulation for #10-62
 "Discovery Drive Extension - Phase II"
 Open Date: Thursday, May 27, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Acklam Construction Co., Ltd. (College Station, TX)		Brazos Valley Services (Bryan, TX)		Brazos Paving, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS									
1	1	LS	MOBILIZATION	\$6,842.00	\$6,842.00	\$10,000.00	\$10,000.00	\$14,970.00	\$14,970.00
2	3	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$3,370.00	\$10,110.00	\$15,000.00	\$45,000.00	\$2,400.00	\$7,200.00
REMOVAL ITEMS									
3	91	SY	REMOVING CONC (PAV)	\$10.00	\$910.00	\$10.00	\$910.00	\$22.50	\$2,047.50
4	6	SY	REMOVING CONC (RIPRAP)	\$10.00	\$60.00	\$10.00	\$60.00	\$85.00	\$510.00
5	100	LF	REMOVING CONC (CURB AND GUTTER)	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$8.50	\$850.00
6	64	SY	REMOVING CONC (SIDEWALKS)	\$10.00	\$640.00	\$10.00	\$640.00	\$20.00	\$1,280.00
7	221	SY	REMOVING STAB BASE AND ASPH PAV (6")	\$10.00	\$2,210.00	\$10.00	\$2,210.00	\$7.50	\$1,657.50
SIDEWALK ITEMS									
8	1	LS	IRRIGATION SYSTEM, complete and in place	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$6,420.00	\$6,420.00
9	2.2	CY	CL A CONC, complete and in place	\$450.00	\$990.00	\$400.00	\$880.00	\$150.00	\$330.00
10	42	LF	4" PVC PIPE, complete and in place	\$12.50	\$525.00	\$10.00	\$420.00	\$20.00	\$840.00
11	162	LF	CONC CURB & GUTTER (TY II), complete and in place	\$18.00	\$2,916.00	\$20.00	\$3,240.00	\$16.00	\$2,592.00
12	312	SY	DRIVEWAYS (CONC), complete and in place	\$49.00	\$15,288.00	\$40.00	\$12,480.00	\$105.00	\$32,760.00
13	2	EA	CURB RAMPS (TYPE 7), complete and in place	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
14	1.223	SY	CONC SIDEWALK (4"), complete and in place	\$41.00	\$50,143.00	\$36.00	\$44,028.00	\$36.45	\$44,578.35
15	4	EA	RELOCATE SMALL ROAD SIGN, complete and in place	\$200.00	\$800.00	\$300.00	\$1,200.00	\$180.00	\$720.00
16	50	EA	WHEEL STOPS, complete and in place	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$45.00	\$2,250.00
17	24	SF	TRENCH PLATE, complete and in place	\$100.00	\$2,400.00	\$20.00	\$480.00	\$150.00	\$3,600.00
18	12	EA	DETECTABLE WARNING SURFACE, complete and in place	\$120.00	\$1,440.00	\$500.00	\$6,000.00	\$500.00	\$6,000.00
PAVEMENT MARKING ITEMS									
19	200	LF	REFL PAV MRK TY I (W) 8" (SLD) (100MIL), complete and in place	\$1.50	\$300.00	\$1.75	\$350.00	\$0.81	\$162.00
20	123	LF	REFL PAV MRK TY I (W) 12" (SLD) (100MIL), complete and in place	\$3.25	\$399.75	\$3.75	\$461.25	\$3.24	\$398.52
21	82	LF	REFL PAV MRK TY I (W) 24" (SLD) (100MIL), complete and in place	\$7.50	\$615.00	\$8.75	\$717.50	\$5.40	\$442.80
22	2	EA	REFL PAV MRK TY I (W) (ARROW) (100MIL), complete and in place	\$110.00	\$220.00	\$126.50	\$253.00	\$81.00	\$162.00
23	2	EA	REFL PAV MRK TY I (W) (WORD) (100MIL), complete and in place	\$165.00	\$330.00	\$189.75	\$379.50	\$92.00	\$184.00
24	987	LF	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL), complete and in place	\$0.70	\$690.90	\$0.80	\$789.60	\$0.81	\$799.47
25	99	LF	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL), complete and in place	\$8.00	\$792.00	\$9.20	\$910.80	\$5.40	\$534.60
26	987	LF	PAVEMENT SEALER 4", complete and in place	\$0.35	\$345.45	\$0.40	\$394.80	\$0.27	\$266.49
27	200	LF	PAVEMENT SEALER 8", complete and in place	\$0.60	\$120.00	\$0.70	\$140.00	\$0.54	\$108.00
28	123	LF	PAVEMENT SEALER 12", complete and in place	\$1.35	\$166.05	\$1.51	\$185.73	\$1.08	\$132.84
29	181	LF	PAVEMENT SEALER 24", complete and in place	\$3.00	\$543.00	\$3.45	\$624.45	\$2.16	\$390.96
30	2	EA	PAVEMENT SEALER (ARROW), complete and in place	\$60.00	\$120.00	\$69.00	\$138.00	\$44.00	\$88.00
31	2	EA	PAVEMENT SEALER (WORD), complete and in place	\$85.00	\$170.00	\$97.75	\$195.50	\$44.00	\$88.00
32	10	EA	REFL PAV MRKR TY I-C, complete and in place	\$7.00	\$70.00	\$8.05	\$80.50	\$11.00	\$110.00



City of College Station - Purchasing Division
 Bid Tabulation for #10-62
 "Discovery Drive Extension - Phase II"
 Open Date: Thursday, May 27, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Acklam Construction Co., Ltd. (College Station, TX)		Brazos Valley Services (Bryan, TX)		Brazos Paving, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	48	EA	REFL PAV MKRR TY II-A-A, complete and in place	\$7.00	\$336.00	\$7.60	\$364.80	\$5.40	\$259.20
34	987	LF	PAV SURF PREP FOR MKK (4"), complete and in place	\$0.20	\$197.40	\$0.25	\$246.75	\$0.17	\$167.79
35	200	LF	PAV SURF PREP FOR MKK (8"), complete and in place	\$0.40	\$80.00	\$0.46	\$92.00	\$0.27	\$54.00
36	123	LF	PAV SURF PREP FOR MKK (12"), complete and in place	\$0.60	\$73.80	\$0.70	\$86.10	\$0.54	\$66.42
37	181	LF	PAV SURF PREP FOR MKK (24"), complete and in place	\$1.00	\$181.00	\$1.15	\$208.15	\$0.81	\$146.61
38	2	EA	PAV SURF PREP FOR MKK (ARROW), complete and in place	\$20.00	\$40.00	\$25.00	\$50.00	\$11.00	\$22.00
39	2	EA	PAV SURF PREP FOR MKK (WORD), complete and in place	\$30.00	\$60.00	\$35.00	\$70.00	\$11.00	\$22.00
40	1,173	LF	ELIM EXT PAV MARK & MRKS (4")	\$1.00	\$1,173.00	\$1.15	\$1,348.95	\$0.81	\$950.13
41	29	LF	ELIM EXT PAV MARK & MRKS (8")	\$2.00	\$58.00	\$2.30	\$66.70	\$1.62	\$46.98
SW3P ITEMS									
42	802	SY	FURNISHING AND PLACING TOPSOIL (4"), complete and in place	\$7.50	\$6,015.00	\$3.00	\$2,406.00	\$5.80	\$4,651.60
43	802	SY	BLOCK SODDING, complete and in place	\$3.00	\$2,406.00	\$5.00	\$4,010.00	\$3.85	\$3,087.70
44	8.1	MG	VEGETATIVE WATERING	\$265.00	\$2,146.50	\$100.00	\$810.00	\$45.00	\$364.50
45	13	EA	STORM DRAIN INLET PROTECTION, complete and in place	\$75.00	\$975.00	\$100.00	\$1,300.00	\$80.00	\$1,040.00
46	145	LF	TEMPORARY SEDIMENT CONTROL FENCE, complete and in place	\$2.25	\$326.25	\$3.00	\$435.00	\$2.75	\$398.75
47	3	HR	BACKHOE WORK (EROSION & SEDM CONT), complete and in place	\$45.00	\$135.00	\$50.00	\$150.00	\$100.00	\$300.00
48	20	EA	TREE PROTECTION, complete and in place	\$90.00	\$1,800.00	\$200.00	\$4,000.00	\$550.00	\$11,000.00
SIGNAL ITEMS									
49	6	LF	DRILL SHAFT (TRF SIG POLE) (24 IN), complete and in place	\$150.00	\$900.00	\$168.75	\$1,012.50	\$162.00	\$972.00
50	11	LF	DRILL SHAFT (TRF SIG POLE) (30 IN), complete and in place	\$200.00	\$2,200.00	\$225.00	\$2,475.00	\$216.00	\$2,376.00
51	15	LF	DRILL SHAFT (TRF SIG POLE) (36 IN), complete and in place	\$250.00	\$3,750.00	\$281.25	\$4,218.75	\$270.00	\$4,050.00
52	168	LF	CONDT (PVC) (SCHD 40) (2"), complete and in place	\$6.00	\$1,008.00	\$6.75	\$1,134.00	\$6.50	\$1,092.00
53	183	LF	CONDT (PVC) (SCHD 40) (2") (BORE), complete and in place	\$25.00	\$4,575.00	\$28.12	\$5,145.96	\$27.00	\$4,941.00
54	13	LF	CONDT (PVC) (SCHD 40) (3"), complete and in place	\$8.00	\$104.00	\$9.00	\$117.00	\$8.64	\$112.32
55	101	LF	CONDT (PVC) (SCHD 40) (3") (BORE), complete and in place	\$25.00	\$2,525.00	\$28.12	\$2,840.12	\$27.00	\$2,727.00
56	174	LF	ELEC CONDR (NO. 4) BARE, complete and in place	\$2.50	\$435.00	\$2.81	\$488.94	\$2.70	\$469.80
57	87	LF	ELEC CONDR (NO. 4) INSULATED, complete and in place	\$2.50	\$217.50	\$2.81	\$244.47	\$2.70	\$234.90
58	254	LF	ELEC CONDR (NO. 8) BARE, complete and in place	\$1.00	\$254.00	\$1.15	\$292.10	\$1.10	\$279.40
59	370	LF	ELEC CONDR (NO. 8) INSULATED, complete and in place	\$1.00	\$370.00	\$1.15	\$425.50	\$1.10	\$407.00
60	4	EA	GROUND BOX (TY C) (162911) W/ APRON, complete and in place	\$625.00	\$2,500.00	\$731.25	\$2,925.00	\$675.00	\$2,700.00
61	1	EA	ELC SRV TY D 120/240 060 (NS)SS(E)GC(U), complete and in place	\$5,000.00	\$5,000.00	\$6,187.50	\$6,187.50	\$5,400.00	\$5,400.00
62	1	EA	INSTALLATION OF HIGHWAY TRAFFIC SIGNALS (SYSTEM), complete and in place	\$16,000.00	\$16,000.00	\$19,125.00	\$19,125.00	\$17,280.00	\$17,280.00
63	6	EA	BACK PLATE (12 IN) (3 SEC), complete and in place	\$75.00	\$450.00	\$84.37	\$506.22	\$81.00	\$486.00
64	1	EA	BACK PLATE (12 IN) (5 SEC), complete and in place	\$85.00	\$85.00	\$95.62	\$95.62	\$92.00	\$92.00
65	1	EA	VEH SIG SEC (12 IN) LED (GRN ARW), complete and in place	\$250.00	\$250.00	\$281.25	\$281.25	\$270.00	\$270.00



City of College Station - Purchasing Division
 Bid Tabulation for #10-62
 "Discovery Drive Extension - Phase II"
 Open Date: Thursday, May 27, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Acldham Construction Co., Ltd. (College Station, TX)		Brazos Valley Services (Bryan, TX)		Brazos Paving, Inc. (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
66	7	EA	VEH SIG SEC (12 IN) LED (GRN), complete and in place	\$250.00	\$1,750.00	\$281.25	\$1,968.75	\$270.00	\$1,890.00
67	1	EA	VEH SIG SEC (12 IN) LED (YEL ARW), complete and in place	\$250.00	\$250.00	\$281.25	\$281.25	\$270.00	\$270.00
68	7	EA	VEH SIG SEC (12 IN) LED (YEL), complete and in place	\$250.00	\$1,750.00	\$281.25	\$1,968.75	\$270.00	\$1,890.00
69	7	EA	VEH SIG SEC (12 IN) LED (RED), complete and in place	\$250.00	\$1,750.00	\$281.25	\$1,968.75	\$270.00	\$1,890.00
70	364	LF	TRF SIG CBL (TY A) (14 AWG) (2 COND), complete and in place	\$2.00	\$728.00	\$2.25	\$819.00	\$2.16	\$786.24
71	825	LF	TRF SIG CBL (TY A) (14 AWG) (7 COND), complete and in place	\$3.00	\$2,475.00	\$3.37	\$2,780.25	\$3.24	\$2,675.00
72	1	EA	INS TRF SIG PL AM(S) 1 ARM (2S) LUM, complete and in place	\$7,000.00	\$7,000.00	\$8,775.00	\$8,775.00	\$7,560.00	\$7,560.00
73	1	EA	INS TRF SIG PL AM(S) 2 ARM (44-32") LUM, complete and in place	\$12,000.00	\$12,000.00	\$14,062.50	\$14,062.50	\$12,960.00	\$12,960.00
74	1	EA	PED POLE ASSEMBLY, complete and in place	\$450.00	\$450.00	\$506.25	\$506.25	\$486.00	\$486.00
75	2	EA	PED DETECT (2 INCH PUSH BTN), complete and in place	\$200.00	\$400.00	\$225.00	\$450.00	\$216.00	\$432.00
76	3	EA	VIVDS CAMERA ASSEMBLY, complete and in place	\$1,300.00	\$3,900.00	\$1,687.50	\$5,062.50	\$1,404.00	\$4,212.00
77	232	LF	VIVDS COMMUNICATIONS CABLE (COAXIAL) WITH INTEGRAL POWER CABLE, complete and in place	\$2.00	\$464.00	\$2.25	\$522.00	\$2.16	\$501.12
78	2	EA	LED COUNTDOWN PEDESTRIAN SIGNAL MODULE, complete and in place	\$500.00	\$1,000.00	\$562.50	\$1,125.00	\$540.00	\$1,080.00
79	1	EA	VIVDS PROCESSOR SYTEM, complete and in place	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00	\$8,100.00	\$8,100.00
80	1	EA	VIVDS SET UP SYSTEM, complete and in place	\$750.00	\$750.00	\$850.00	\$850.00	\$810.00	\$810.00
			GENERAL ITEMS (1-2)	\$16,952.00	\$16,952.00	\$55,000.00	\$55,000.00	\$22,170.00	\$22,170.00
			REMOVAL ITEMS (3-7)	\$4,820.00	\$4,820.00	\$4,820.00	\$4,820.00	\$6,345.00	\$6,345.00
			SIDEWALK ITEMS (8-18)	\$79,302.00	\$79,302.00	\$78,478.00	\$78,478.00	\$101,090.35	\$101,090.35
			PAVEMENT MARKING ITEMS (19-41)	\$7,081.35	\$7,081.35	\$8,154.08	\$8,154.08	\$5,602.81	\$5,602.81
			SW3P ITEMS (42-48)	\$13,803.75	\$13,803.75	\$13,111.00	\$13,111.00	\$20,842.55	\$20,842.55
			SIGNAL ITEMS (49-80)	\$82,790.50	\$82,790.50	\$97,654.93	\$97,654.93	\$89,429.78	\$89,429.78
			TOTAL BASE BID	\$204,749.60	\$204,749.60	\$257,218.01	\$257,218.01	\$245,480.49	\$245,480.49
			Certification of Bid	✓	✓	✓	✓	✓	✓
			Acknowledged Addendums	✓	✓	✓	✓	✓	✓
			Bid Bond	✓	✓	✓	✓	✓	✓

NOTES:

Brazos Valley Services:

» Bidder miscalculated the total for Bid Item 2 as \$15,000.00, Bid Item 76 as \$1,687.50, General Items Total as \$25,000.00, Signal Items Total as \$94,279.93 and Total Base Bid as \$223,843.01. The highlighted totals above are correct.

Brazos Paving, Inc.:

» Bidder miscalculated the total for Bid Item 14 as \$44,578.40, Sidewalk Items Total as \$101,090.50, SW3P Items Total as \$20,842.60, Signal Items Total as \$89,429.80 and Total Base Bid as \$245,480.71. The highlighted totals above are correct.

June 24, 2010
Consent Agenda 2J
Resolution Determining Need (Land Acquisition)
Raymond Stotzer West (Water and Wastewater)

To: Glenn Brown, City Manager

From: Chuck Gilman, PE, Director of Capital Projects

Agenda Caption: Presentation, possible action and discussion regarding approval of a Resolution that will authorize City staff to negotiate for the purchase of land needed to build a wastewater lift station.

Recommendation(s): Staff recommends Council approval of the Resolution.

Summary: The Raymond Stotzer West project provides for the design / construction of water and wastewater utilities in the area generally located north of FM 60 (Raymond Stotzer Parkway) and west of FM 2818 (Harvey Mitchell Parkway). This area was annexed in 1995. The 0.449 acre tract of land being considered today is required to install a lift station to provide wastewater service to this region, which includes a large portion of the proposed Bio-Corridor Project. Staff anticipates the purchase of several easements in the future to fully develop the project. The Resolution being considered will authorize staff to negotiate for the purchase of the site.

Budget & Financial Summary: No expenditure is being requested from Council at this time. Funds are budgeted in the Wastewater Capital Improvement Projects Fund for the future purchase of the land for the lift station.

Attachments:

1. Resolution Determining Need with Exhibit "A"
2. Project Vicinity Map

RESOLUTION NO. _____

RESOLUTION DETERMINING NEED

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, FEE SIMPLE INTEREST IN CERTAIN PROPERTY FOR THE RAYMOND STOTZER WEST PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

WHEREAS, the City of College Station, Texas ("City") is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains a city water and wastewater / sanitary sewer system as a public service; and

WHEREAS, the City's ownership, operation, construction, repair, and maintenance of the city water and wastewater / sanitary sewer system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its water and wastewater / sanitary sewer system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City's Charter; and

WHEREAS, the City is engaged in the following project regarding the acquisition of land for a wastewater / sanitary sewer lift station, including the purchase of land and easements to facilitate development, production and maintenance of the Raymond Stotzer West (the "Project"); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City install a wastewater / sanitary sewer lift station (whether one or more), access facilities, related equipment, communication lines, electric lines and other related facilities, through the City's acquisition, by purchase or condemnation proceeding, of the fee simple interest as provided in Exhibit A, attached hereto and incorporated herein by reference for all purposes (the "Lift Station Site"); now, therefore;

BE IT RESOLVED by the City Council of the City of College Station, Texas:

- PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Lift Station Site, and the public welfare and convenience will be served by the acquisition of the Lift Station Site.
- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Lift Station Site.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Lift Station Site.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Lift Station Site.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Lift Station Site, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Lift Station Site for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Lift Station Site, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

Carla A Robinson
City Attorney

EXHIBIT "A"
Lift Station Site

EXHIBIT " A "

FIELD NOTES
CITY OF COLLEGE STATION
PROPOSED LIFT STATION SITE
0.449 OF ONE ACRE
OUT OF THE
CAMWEST TRADITIONS, L.P.
CALLED 20.5424 ACRE TRACT
VOLUME 8555, PAGE 167
JOHN H. JONES SURVEY, A - 28
COLLEGE STATION, BRAZOS COUNTY, TEXAS
May 13, 2010

All that certain lot, tract or parcel of land being 0.449 of one acre situated in the JOHN H. JONES SURVEY, Abstract No. 26, Brazos County, Texas, and being a part of that certain Called 20.5424 Acre Tract as described in deed from Traditions Club Commercial Realty, LLC to Camwest Traditions, L.P. of record in Volume 8555, Page 167, Official Records of Brazos County, Texas, said 0.449 of one acre being more particularly described by metes and bounds as follows:

Beginning at a Concrete right-of-Way Monument found in the northeast right-of-way line of State Highway 47 for the most easterly corner, said corner being the most southerly corner of said Called 20.5424 acre tract, said corner also being the southwest corner of the Switzer Deason Called 5.591 acre tract as described in Volume 8538, Page 107;
THENCE N 70 ° 29 ' 43 " W, along the northeast right-of-way line of said State Highway 47 a distance of 329.29 feet to a 1/2" Iron Rod with Cap set for the most westerly corner;
THENCE N 45 ° 46 ' 43 " E, a distance of 132.57 feet to a 1/2" Iron Rod with Cap found for the most northerly corner, said corner being an interior corner of said Called 20.5424 acre tract and also being the west corner of said Called 5.591 acre tract;
THENCE S 46 ° 46 ' 50 " E, along the common line between said Called 20.5424 acre tract and said Called 5.591 acre tract a distance of 295.57 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.449 OF ONE ACRE OF LAND MORE OR LESS, according to an actual survey performed on the ground on April 21, 2010 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northeast line to Grid North by utilizing GPS methods. For more information see accompanying plat.

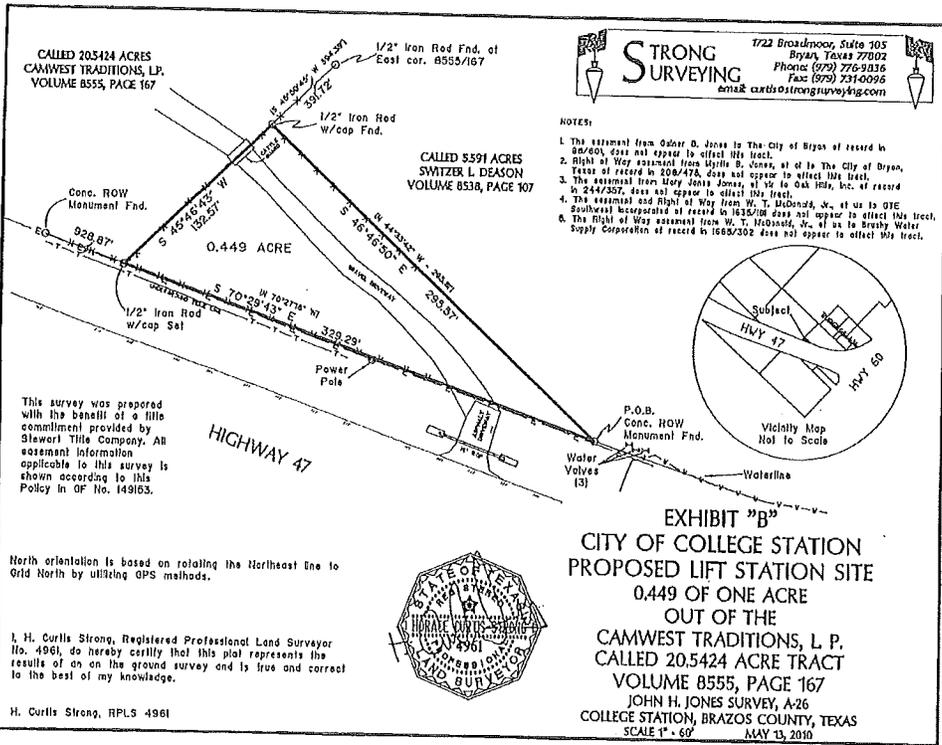


CALLED 20.5424 ACRES
CAMWEST TRADITIONS, LP.
VOLUME 8555, PAGE 167

CALLED 5.591 ACRES
SWITZER L. DEASON
VOLUME 8538, PAGE 107

STRONG SURVEYING
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone (979) 775-9336
Fax (979) 239-0096
email: curtis@strongsurveying.com

- NOTES:
1. The statement from Odour D. Jones in The City of Bryan of record in 88/601, does not appear to affect this tract.
 2. Right of Way easement from Myrtle B. Jones, et al in The City of Bryan, Texas of record in 206/476, does not appear to affect this tract.
 3. The easement from Myrtle Jones Jones, et al in Oak Hill, Inc. of record in 244/257, does not appear to affect this tract.
 4. The easement and Right of Way from W. T. McDonald, Jr. et al in OTE, Southeast Incorporated of record in 1638/108 does not appear to affect this tract.
 5. The Right of Way easement from W. T. McDonald, Jr. et al in Bready Water Supply Corporation of record in 1668/302 does not appear to affect this tract.



This survey was prepared with the benefit of a title commitment provided by Siewert Title Company. All easement information applicable to this survey is shown according to this Policy in OF No. 149163.

North orientation is based on rotating the Northeast line to Grid North by utilizing GPS methods.

I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that this plat represents the results of an on the ground survey and is true and correct to the best of my knowledge.

H. Curtis Strong, RPLS 4961

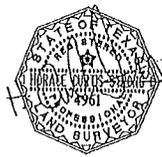


EXHIBIT "B"
CITY OF COLLEGE STATION
PROPOSED LIFT STATION SITE
0.449 OF ONE ACRE
OUT OF THE
CAMWEST TRADITIONS, L. P.
CALLED 20.5424 ACRE TRACT
VOLUME 8555, PAGE 167
JOHN H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE 1" = 60'
MAY 13, 2010



State Highway 47

Raymond Storzer Pkwy
(FM 60)

Harvey Mitchell Pkwy
(FM 2818)

Lift Station Site

FM 60

June 24, 2010
Consent Agenda Item No 2K
Water Service Extension Project
Contract Termination

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion to terminate a Professional Services Contract, 03-138, with Freese & Nichols, Inc. in the amount of \$407,000, for the design and construction phase services for the Water Service Extension Project.

Recommendation(s): Staff recommends termination of the professional services contract.

Summary: The scope for the Water Service Extension Project encompasses four projects, Rock Prairie Water Line, Arrington Water Line, Barron Road Water Service Extension, and Lick Creek Water Line. Of the four projects, the Barron Road Water Service Extension Project is the only project that is not complete. The design of the Barron Road Water Service Extension Project is currently 95% complete, but requires revisions. Due to budget constraints, Staff is considering a reduction to the scope of the project. The design revisions and construction phase services will be provided under of a new contract that is specific to this project. The termination of this existing contract is simply an effort by staff to simplify the process to ensure each project has a dedicated contract, and to establish a new agreement that includes all the provisions and requirements found in the City's current Standard A/E Contract. The updated contract will be brought to a future city council meeting.

Budget & Financial Summary: \$381,398.90 has been spent to date on this professional services contract, leaving a balance of \$25,601.10 on the PO. The only project that is still active of the four included in this contract is the Barron Road Water Service Extension. The balance of the PO will be available in the Water Capital Improvement Projects Fund for use on this project.

Attachments:

- 1.) Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE TERMINATION OF A CONTRACT FOR THE DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE WATER SERVICE EXTENSION PROJECT.

WHEREAS, the City of College Station, Texas, solicited Statement of Qualifications for the design and construction phase services for the Water Service Extension Project with Request for Qualifications #03-78.

WHEREAS, Freese & Nichols, Inc. was selected as the most highly qualified firm for the design and construction phase services for the Water Service Extension Project.

WHEREAS, the City will terminate, for convenience, professional services contract no. 03-138, with Freese & Nichols, Inc., as according to the contract; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That the City Council hereby terminates agreement 03-138 with Freese & Nichols, Inc. for convenience as according to Article XIII of the professional services contract.
- PART 2:** That \$381,398.90 was spent on the design of three completed projects and one unfinished project.
- PART 3:** That the funding for this Project shall be returned to the College Station Water Capital Improvement Projects Fund, in an amount not to exceed \$25,601.10.
- PART 4:** That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ **day of** _____, **A.D. 2010.**

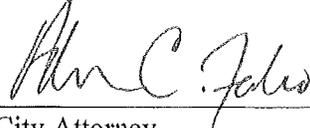
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

June 24, 2010
Consent Agenda No 2L
Exception to Policy for Sewer Service to Mr. Lon Painter

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to approve a resolution providing an exception to Policy to allow Mr. Lon Painter to construct sewer infrastructure necessary to connect his home to the City sewer system.

Recommendation: Staff recommends Council approve this resolution.

Summary: Mr. Lon Painter has requested the City provide sewer service to his home, which is located near Nantucket Drive in the Nantucket Subdivision. His letter and a location map of his property are attached. This home is outside the City's current certificated area for sewer, but it is within the City's extra-territorial jurisdiction (ETJ). The home owner has consented to be included in the City's CCN, and will bear all infrastructure cost for connecting to the City system. The City's sewer CCN is currently limited to the City limits, however, this area is presently not certificated and the City has the legal right to provide sewer service. Mr. Painter's property is not contiguous with the City limits, so a petition for annexation is not possible at this time without the inclusion of additional property. Also, please note that the City is prevented by State Law (212.174 LGC) from requiring consent for annexation as a condition of utility service.

In 2006, the Water Services Department constructed a sewer line that is adjacent to this property and has been extending sewer service to individual properties within this area since that time

City Policy has since as early as 1997 with the Comprehensive Plan and 2003 with adopted Council policy, prohibited the extension of sewer service outside the City limits or the City's sewer certificated area, without annexing the subject property except under certain specific circumstances (see attached Policy Resolution). Since the City does not hold the CCN for this area, extension of services is against policy unless it is found to be in accordance with one of the stated exceptions. Exceptions are allowed for three cases, one of which is for health and safety reasons. Staff feels that the health and safety of the area residents are better served through a connection to the City sewer system rather than risk failure of an on-site system. Further, the subject property consists of 1.83 acres which exceeds the required minimum lot size for new developments within the ETJ. Finally, as stated, sewer service extensions have been approved in this area on a case by case basis since 2006 and this extension will continue this practice.

It should be noted that while extension of sewer service in this case is continuing a past practice and that staff is supportive of it in this instance, such extensions may undermine the City's long-term annexation goals and have in the past led to undesirable development patterns.

Budget & Financial Summary: City funds are not required to execute this project.

Attachments:

- Request Letter
- Policy
- Resolution

April 15, 2010

Mr. David Coleman
Water Services Department
P.O. Box 9960
College Station, TX 77842

SUBJECT: CITY OF COLLEGE STATION APPROVAL FOR SEWER CONNECTION.

I am writing to request approval of a wastewater tap connection to the Nantucket Drive Wastewater line which is located next to my lot at 4701 Nantucket Drive. (Lot map attached) The City of College Station's gravity sanitary sewer main is also located at that site about eighty yards from my home which is on the corner lot at Nantucket drive and Harpers Ferry road.

I understand that I am responsible for the following items:

- Connection shall be used for only my home and will not be subdivided in the future.
- Connection will require payment of the current City of College Station service/tap fees.
- Cost of Connection to the City of College Station's wastewater tap will be my responsibility.

I understand that the timing of the connection to the wastewater line is dependent upon the acceptance of the City of College Station's Water Services Department and City Council approval. I am also enclosing copies of my water bills for the past few months to indicate my water usage rate.

Sincerely,



Lon Painter
4701 Nantucket Drive
College Station, TX. 77845

RESOLUTION NO. 2-9-2006-13.04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states "Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states "Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves this resolution adopting a policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

PART 3: That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases:

- for other governmental agencies through an inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of February, 2006.

ATTEST:


CONNIE HOOKS, City Secretary

APPROVED:


RON SILVIA, Mayor

APPROVED:


City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO MR. LON PAINTER OF 4701 NANTUCKET DRIVE, WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, for the purposes of economic development, or for health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Mr. Lon Painter, home owner of 4701 Nantucket Drive, has requested an exception to the City's Utility Extension Policy for his home, located in the Nantucket development in the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, there is no certificate of convenience and necessity issued by the state of Texas to an entity to provide sewer service to said location; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to the current home located at 4701 Nantucket Drive located in the ETJ of College Station, Texas as requested by its owner, Mr. Lon Painter.
- PART 2: That the City Council hereby requires owner of the home to extend sewer utility service pursuant to the City's Utility Extension Policy, including that any and all construction plans be approved by the City Engineer.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2010.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

June 24, 2010
Consent Agenda Item 2M
Nantucket Gravity Sewer Line Change Order
Work Order Number WF1094676

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a change order to a construction contract (Contract No.10-050) with Brazos Valley Services in the amount of \$34,632.00 for the Nantucket Gravity Sewer Line project.

Recommendation(s): Staff recommends approval of the change order.

Summary: The Nantucket Gravity Sewer Line Project consists of the installation and construction of a gravity flow sanitary sewer line for the purpose of eliminating an existing lift station and sewer force main. The proposed gravity flow sewer line has been designed to accommodate the fully developed sanitary sewer demand for this area.

As seen in the project location map, the sewer line crosses SH 6 and traverses across private property through a 20'-wide public utility easement. There are three residents that will be affected by this installation all of whom are connected to the existing force main which will be removed as a part of this construction. Staff and the design team coordinated with these property owners during design to inform them of the long term and short term impacts and benefits of the project.

Once construction began, several of the residents and business owners expressed concern about the construction activities that will occur inside the existing easement in the front of their homes and businesses. As a result, Staff again engaged the property owners to discuss the impacts of construction and have developed an alternative to the open-cut construction method that will minimize the adverse impacts to the property, preserve existing trees, and reduce the disruption to their business operation.

Budget & Financial Summary: Change Order 1 will increase the construction contract amount by \$34,632.00 for a revised contract total of \$359,483.00. Funds in the amount of \$516,000 are budgeted in the Wastewater Capital Projects Fund for this project. Funds in the amount of \$366,363.49 have been expended or committed to date, leaving a balance of \$149,636.51 for this construction change order and future expenses.

Attachments:

- 1.) Change Order
- 2.) Project Location Map

CHANGE ORDER NO. 1	Contract No. 10-050	DATE: 06/08/2010
P.O.# 100556	PROJECT: Nantucket Gravity Sewer Line	Project No. WF1094676

OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR: Brazos Valley Services P.O. Box 985 Bryan, Texas 77806	Ph: (979) 846-3136
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PURPOSE OF THIS CHANGE ORDER:

A. Modify installation of 8" sanitary sewer across existing yards to minimize impact to homes and businesses

B. Add installation of gravity service lines to connect to new gravity sewer main.

C. Delete quantities associated with original type of sewer main installation.

D. Restrict available work hours through residential and commercial yards from 7:00 am to 4:00 pm

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	Install 8" PVC by dry mechanical bore	\$145.00	0	120	\$17,400.00
2	LS	Open cut 4" Gravity Sewer Service for 1502 Nantucket Drive	\$6,075.00	0	1	\$6,075.00
3	LS	Install 4" Gravity Sewer Service for 1500 Nantucket Drive by dry mechanical bore	\$13,925.00	0	1	\$13,925.00
4	LS	Open Cut 4" Gravity Sewer Service for 4201 Ballylough Lane	\$3,900.00	0	1	\$3,900.00
5	SY	Block Sod	\$4.00	1333	1066	(\$1,068.00)
6	SF	Concrete Repair	\$4.00	1082	922	(\$640.00)
7	LF	8" PVC Sanitary Sewer Pipe (D3034-SDR26)	\$28.00	1712	1592	(\$3,360.00)
8	LF	Structural Backfill of Utility Trench	\$20.00	150	70	(\$1,600.00)
					TOTAL	\$34,632.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 10.66% INCREASE.

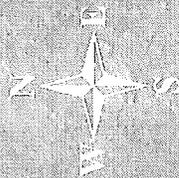
ORIGINAL CONTRACT AMOUNT	\$324,851.00	
Change Order No. 1	\$34,632.00	10.66% CHANGE
REVISED CONTRACT AMOUNT	\$359,483.00	10.66% TOTAL CHANGE
ORIGINAL CONTRACT CONSTRUCTION TIME	100 Days	
Change Order No. 1	10 Days	
REVISED CONTRACT CONSTRUCTION TIME	110 Days	
ORIGINAL COMPLETION DATE	July 30, 2010	
REVISED COMPLETION DATE	August 9, 2010	

APPROVED

_____	_____
A/E CONTRACTOR	CITY ATTORNEY
_____	_____
CONSTRUCTION CONTRACTOR	DIRECTOR OF FISCAL SERVICES
_____	_____
PROJECT MANAGER	MAYOR
_____	_____
CITY ENGINEER	CITY SECRETARY
_____	_____
DEPARTMENT DIRECTOR	CITY MANAGER



Nantucket Gravity
Sewer Line



0 200 400 600 Feet

June 24, 2010
Consent Agenda Item No 2N
FM 2154 Utility Relocation Phase II
Professional Services Contract

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the professional services contract (Contract No. 10-213) to Mitchell & Morgan in the amount not to exceed \$110,500 for the engineering design services for the FM 2154 Utility Relocation Phase II Project (WF0613546).

Recommendation(s): Staff recommends approval of the resolution and award of the professional services contract to Mitchell & Morgan.

Summary: The project will extend the existing 24-inch waterline approximately 2,960 linear feet from North Graham Road to south of Graham Road where it will cross under Wellborn Road (FM 2154) and connect to the existing 12-inch waterline on the east side of Wellborn Road. This project is necessitated by the TxDOT widening of Wellborn Road. Waterlines from Harvey Mitchell Parkway to State Highway 40 were in conflict with the Wellborn Road expansion. The waterline relocation from Harvey Mitchell Parkway to North Graham Road (Phase I) was completed prior to the commencement of the roadway widening project. A future phase will complete the relocation from Graham Road to Barron Road. More than 90% of the cost of construction is eligible for reimbursement from TxDOT for expenditures associated with the relocation.

Budget & Financial Summary: Funds in the amount of \$4,250,000 are currently budgeted for this project in the Water Capital Improvement Projects Fund. \$3,556,720 have been expended or encumbered to date, leaving a balance of \$693,280 for award of the design contract and future expenditures. It is anticipated that additional funds will be needed for the construction of phase II of this project – the majority of which will be eligible for reimbursement. These additional funds will be requested as part of the FY11 budget process.

Attachments:

- Exhibit 1: Resolution
- Exhibit 2: Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE FM 2154 UTILITY RELOCATION PHASE II PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the engineering services; and

WHEREAS, the selection of Mitchell & Morgan, LLP is being recommended as the most highly qualified provider of the engineering services; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that _Mitchell & Morgan, LLP is the most highly qualified provider of the services for FM 2154 Utility Relocation Phase II Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Mitchell & Morgan, LLP for an amount not to exceed \$110,500.00 for the engineering services related to the FM 2154 Utility Relocation Phase II Project.

PART 3: That the funding for this Contract shall be as budgeted from the Utility Revenue Bond, Water Division in the amount of \$110,500.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

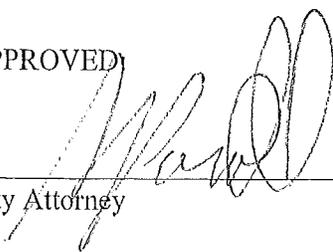
ATTEST:

APPROVED:

City Secretary

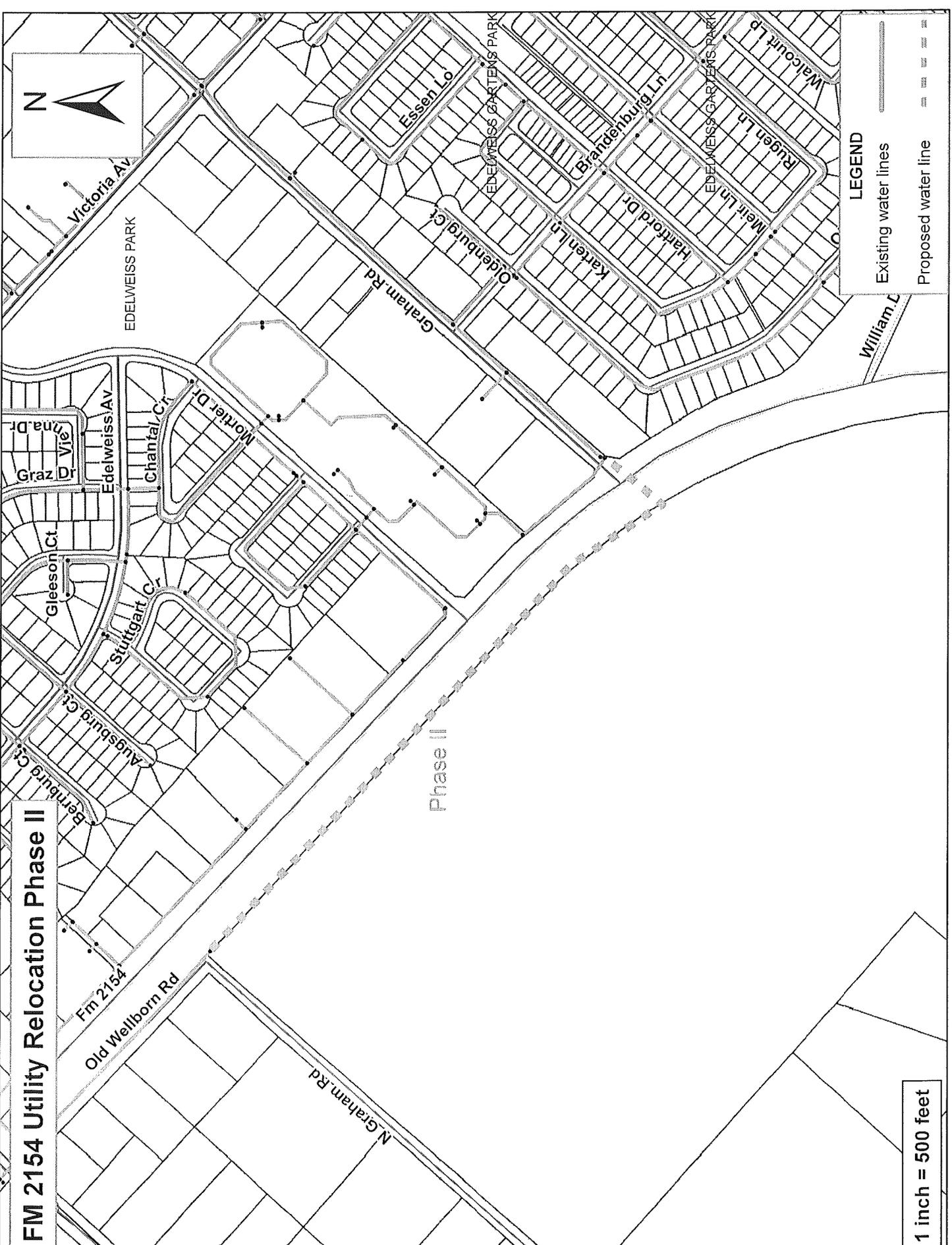
MAYOR

APPROVED



City Attorney

FM 2154 Utility Relocation Phase II



LEGEND

Existing water lines

Proposed water line

1 inch = 500 feet

June 24, 2010
Consent Agenda Item No 2o
Traffic Signal Poles & Mast Arms

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the award of Bid#10-65 for the purchase of Traffic Signal poles and mast arms. These items will be installed at the intersections of Barron Road at W. D. Fitch (SH 40) and Victoria Avenue.

Recommendation(s): Staff recommends award of Bid #10-65 to lowest responsible bidder Structural Steel Products Inc. of Ft. Worth Texas, in the amount of \$54,879.00

Summary: Continued growth and development in the southern portion of College Station has created a need to provide safety for the motoring public at high speed multi-lane roadway. These signal poles and mast arms will be used for the installation of two traffic signals during the widening of Barron Road at both intersections of Victoria Avenue and State Highway 40.

Budget & Financial Summary: Funds to purchase these signal supports are budgeted and available in the 2008 Traffic Signal Capital Improvement Funds.

Attachments:

1. Resolution
2. Bid tabulation #10-65
3. Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE PURCHASE OF TRAFFIC SIGNAL POLES AND MAST ARMS.

WHEREAS, the City of College Station, Texas, solicited bids for the purchase of Traffic Signal Poles and Mast Arms; and

WHEREAS, the selection of Structural Steel Products Incorporated as being recommended as the lowest responsible bidder to provide Traffic Signal Poles and Mast Arms; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby finds, that Structural Steel Products is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the Purchase of Traffic Signal Poles and Mast Arms from Structural Steel Products in the amount of \$54,879.00.
- PART 3: That the City Council hereby agrees the funding for this purchase shall be budgeted from the 2008 Traffic Signal Capital Improvements Funds.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

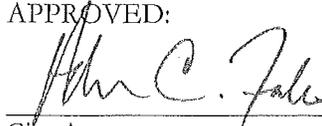
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

June 24, 2010
Consent Agenda No 2p
Settlement Agreement with Wellborn SUD

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to approve the settlement Agreement with the Wellborn Special Utilities District regarding water service areas from the 2002 annexation.

Recommendation: Staff recommends Council approve the settlement agreement.

Summary: Staff has negotiated a settlement agreement to the legal dispute with the Wellborn Special Utility District regarding who will provide retail water service to the areas annexed by the City in 2002. The basic deal points are:

- College Station gets Area 2, which is 1,078 acres (31% of the total area)
- Area 2 is south of Greens Prairie Road and west of Arrington Road (see attachment)
- There are 8 customers in this area, which we can take over whenever we are ready
- No cash payments by either party

Staff recommends we accept this offer as a reasonable settlement. We will get a service area that is prime development area, and we can serve it easily with existing water lines.

A brief background on this dispute:

- Prior to 2000, the City provided Wellborn SUD's water supply by contract
- Contract stipulated when City annexed, those customers turn over to the City
- WSUD notified City of intent to cancel contract in January 2000
- A three-year termination clause made the official expiration January 2003
- City annexed several areas (~3,400 acres) in November 2002
- WSUD refused to turn over these service areas, claiming contract was not valid
- City has spent over \$530,000 so far to contest this claim in multiple lawsuits
- Both District Court and TCEQ, in conflicting decisions, have both stated they do not have jurisdiction of the controversy
- Lawsuit with TCEQ has been put on hold, pending this settlement

The Wellborn SUD Board supports this settlement, and they will consider formal approval of this agreement document at their regular meeting on June 15th. This settlement will have to be conditioned upon USDA approval, since they are a lienholder in Wellborn SUD.

Budget & Financial Summary: No additional cost. This will end the litigation in this matter.

Attachment:

Settlement Agreement (available in City Secretary's Office)

June 24, 2010

Consent Agenda 2Q

Municipal Irrigation Water Use Report

To: Glenn Brown, City Manager

From: Dave Coleman, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion regarding the monthly report on irrigation water use at City of College Station facilities and properties.

Recommendation: Staff recommends receiving the report and providing direction as appropriate.

Summary: This report is presented in furtherance of goals to promote water conservation in City operations. The report contains water usage for irrigation of City facilities, neighborhood parks, and athletic fields. For each facility, the report includes four data points on irrigation water usage: Total in FY 2009; total for the previous 12 months; budgeted water usage for last month; and the actual water usage for last month. Estimated irrigation water use budgets were developed based on irrigated acreage and weather patterns for the reported facilities.

Overall, the City did an excellent job in May of conserving water. In summary, the parks used 7.8 million gallons compared to a budget of 12.2 MG. City facilities used 0.6 MG, compared to a budget of 1.4 MG. The budgets were adjusted for actual precipitation, and many sites were still under-budget. That's a good thing because it shows the properties are being watered in response to actual needs, versus a set watering schedule. Details are available in the attached report.

Budget & Financial Summary: N/A

Attachment:

Water Use Report – May 2010

College Station Irrigation Water Use Report

May 2010

Parks and Athletic Fields

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
Anderson Soccer Fields	7.3	3,979,000	3,122,000	319,000	537,300	
Beachy Central Park Soccer	5.2	5,585,000	4,516,000	474,000	498,300	
Beachy Central Park Softball	8.6	4,681,000	3,623,000	449,000	824,100	
Bee Creek Park	4	4,307,000	3,695,000	701,000	294,400	
Lemontree	0.8	722,000	531,000	39,000	58,900	
Southwood Youth Baseball	4.7	2,598,000	2,799,000	297,000	346,000	
Southwood Soccer	4.4	2,854,000	2,392,000	266,000	323,900	
Southwood Youth Soccer	4.9	4,615,000	4,008,000	439,000	360,700	major leak reported
Southwood Senior Baseball	4.4	2,945,000	2,368,000	176,000	323,900	
Veterans Park and Athletic Complex	45	26,939,000	21,814,000	3,152,000	4,311,900	controller malfunction reported
Wayne Smith Baseball	3.2	2,762,000	2,062,000	120,000	235,500	
Aggie Field of Honor	16.7	5,979,000	6,460,000	188,000	1,229,200	
City Cemetery	15.8	2,463,000	2,135,000	146,000	1,163,000	
Wolf Pen Creek Amphitheater	3.9	2,763,000	2,102,000	286,000	373,700	
WPC Park	4	2,763,000	1,434,000	155,000	383,300	
College Station Business Center	4.8	6,868,000	3,906,000	299,000	498,300	
Castlegate Pond Park	2.8	5,526,000	2,873,000	144,000	237,000	separated pond fill from irrigation
Castlegate Park	2	2,420,000	1,427,000	103,000	169,000	
W.D. Fitch Medians	0.5	1,091,000	912,000	118,000	TBD	near Fire Station V
W.D. Fitch Medians	0.5	N/A	Insufficient Data	116,000	TBD	near Rock Prairie intersection

7,753,000 12,168,400

Municipal Buildings

Facility Name	Irrigated Acreage	FY 09	Last 12 months	Last month	Target for month	Remarks
City Hall	1.6	2,144,000	110,000	30,000	153,300	
Fire Station 1	0.6	242,000	205,000	0	57,500	
Fire Station 2	0.6	not representative	not representative	33,000	44,200	separated irrigation from domestic 12/09
Fire Station 3	0.6	696,000	883,000	115,000	93,000	
Fire Station 5	1.1	1,532,000	775,000	88,000	84,400	
Larry Ringer Library	3.2	1,702,000	920,000	104,000	235,500	
Municipal Court	2.4	1,989,000	609,000	120,000	230,000	
Northgate 309 College Main	0.5	149,000	183,000	9,000	36,800	
Northgate 310 Church St.	0.5	130,000	125,000	0	36,800	
Police Department	0.4	87,000	100,000	9,000	38,300	
Utility Customer Service	2.3	1,403,000	745,000	49,000	220,400	
Utility Meeting and Training Facility	0.59	1,536,000	396,000	24,000	50,800	
Utility Service Administration	1.2	763,000	522,000	9,000	101,700	

590,000 1,382,700

June 24, 2010
Consent Agenda Item No. 2R
BVSWMA Operating Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of a proposed Solid Waste Facilities Operations Agreement among the City of Bryan, Texas, the City of College Station, Texas, and Brazos Valley Solid Waste Management Agency, Inc.

Recommendation(s): Staff recommends approval of the agreement.

Summary: The Operations Agreement sets out a relationship between BVSWMA and the Cities establishing that the Cities will send its solid waste to the BVSWMA landfill and that BVSWMA will accept and dispose of that waste and operate the landfill in accordance with TCEQ regulations. The agreement describes the method for establishing a rate to charge for waste disposal and that the Cities will pay on a per ton basis for disposal monthly.

The BVSWMA Board approved this operations agreement on May 19, 2010

Budget & Financial Summary:

Attachments:

1. Solid Waste Facilities Operations Agreement

**SOLID WASTE FACILITIES OPERATIONS AGREEMENT AMONG
THE CITY OF BRYAN, TEXAS,
THE CITY OF COLLEGE STATION, TEXAS, AND
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.**

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

SOLID WASTE FACILITIES OPERATIONS AGREEMENT

THIS **SOLID WASTE FACILITIES OPERATIONS AGREEMENT** (this “Agreement” or “Operations Agreement”) is dated and entered into as of _____, 2010, by and among the Brazos Valley Solid Waste Management Agency, Inc. (“the Agency”), a Texas non-profit corporation created pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended (“Chapter 431”) and Chapter 394, Texas Local Government Code (“Chapter 394” and together with Chapter 431, the “Act”), the City of Bryan, Texas (“Bryan”), and the City of College Station, Texas (“College Station”), each a Texas home rule municipality (Bryan and College Station, individually, a “City” and collectively, the “Cities”).

RECITALS

WHEREAS, the Cities previously entered into that certain *BVSWMA Joint Solid Waste Management Agreement* dated May 9, 1990, as amended by that certain BVSWMA First Amended Joint Solid Waste Management Agreement dated May 3, 2000, and as further amended by that certain BVSWMA First Supplement to Joint Solid Waste Management Agreement dated May 29, 2003 (“collectively referred to as the “BVSWMA Agreement”) relating to the joint use and operation of certain solid waste collection and disposal assets and landfill facilities of the Cities by a regional solid waste agency known as the Brazos Valley Solid Waste Management Agency (“BVSWMA”); and

WHEREAS, the Cities have jointly operated BVSWMA as undivided one half interest owners pursuant to the BVSWMA Agreement; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement dated January 14, 2010 (“the ILA”), the Cities have jointly created the Agency for the purpose of auditing, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including, without limitation, the financing, construction, ownership, and operation of the existing and future municipal solid waste landfills and the existing compost facility on behalf of the Cities, and to perform such other governmental purposes of the Cities, including, without limitation, the collection, handling, transportation, storage, processing, and disposal of municipal solid waste, as may be determined from time to time by the City Councils of the Cities (the “City Councils); and

WHEREAS, pursuant to the ILA, the Parties are negotiating an Asset Transfer and Debt Reimbursement Agreement (the “Asset Transfer Agreement”) pursuant to which the Cities will transfer to the Agency certain real and personal property originally contributed by the Cities to BVSWMA pursuant to the BVSWMA Agreement along with other assets of either City identified in the Asset Transfer Agreement, which assets shall be used and operated pursuant to the provisions of this Agreement, the Agency’s governing documents, and/or other appropriate

agreements relating to the financing, construction, ownership, management and operation of said assets; and

WHEREAS, the Cities presently own, operate, and maintain their solid waste disposal system for collecting, transporting, and disposing of MSW located within the incorporated limits of the Cities and have adopted an ordinance providing for them to be the sole provider of all solid waste collection and disposal within their respective city limits effective, subject to any legal limitations, and

WHEREAS, the Cities and the Agency recognize that:

(a) the Agency will use the payments to be received under this and similar agreements, together with payments received from other persons for their use of the Facilities, for the payment of Operation and Maintenance Expenses and for the payment of the principal of, redemption premium, if any, and interest on the Agency's Bonds, if any, and to establish and maintain debt service reserves and other funds, and to pay all obligations with respect to any Credit Agreement, if and as provided in any Bond Resolution; and that the revenues under this Agreement and other such agreement and other sources will be pledged to such purposes; and

(b) that, subject to approval of the Cities as set forth in the Bylaws, the Agency may issue Bonds from time to time in the future to acquire, construct, extend, enlarge, improve, and/or repair the Facilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, Bryan, College Station, and the Agency agree as follows:

ARTICLE I
DEFINITIONS

1.01. DEFINITIONS AND INTERPRETATIONS. In addition to the definitions stated in the preamble hereof, the following words and phrases as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

“Additional Entity” or “Additional Entities” means any city or cities in addition to Bryan and College Station, or any county or other political subdivision with which the Agency may enter into a contract pursuant to this Agreement, following consent by Bryan and College Station to the addition of each such Additional Entity, for receiving, treating, and disposing of MSW through the Facilities.

“Additional Facilities” means any improvements, enlargements, or additions to the Initial Facilities and any extensions, repairs, or replacements of the Initial Facilities or Facilities acquired, constructed, used, operated, or otherwise incorporated into or made a part of the Facilities in the future by the Agency, including, but not limited to, transfer stations.

“Agreement” or “Operations Agreement” means this Agreement and any similar agreements executed between the Agency and Additional Entities with respect to the Facility.

“Annual Expense Budget” means the total amount of money required for the Agency to pay (1) all Operation and Maintenance Expenses, (2) the principal of, redemption premium, if any, and interest on its Bonds, (3) any amounts required to be deposited in any special or reserve funds, including any debt service reserve fund, repair and replacement fund, and/or any post-closure maintenance fund, (4) all obligations with respect to any Credit Agreement, and all other amounts as required to be established, maintained and/or paid by the provisions of any Bond Resolution, (5) any Debt Reimbursement payable to the Cities, and (6) any amounts due and payable to Grimes County, Texas, pursuant to the Grimes County Agreement.

“Articles” means the Articles of Incorporation or Certificate of Formation of the Agency on file with the Texas Secretary of State, and shall include all amendments thereto and restatements thereof.

“Bond Resolution” means any resolution of the Board of Directors of the Agency authorizing the issuance of Bonds and providing for their security and payment, as such resolution(s) may be (i) amended from time to time as therein permitted and (ii) the substance and form of which is approved by the Cities.

“Bonds” means any bonds, notes, or other obligations to be issued or entered into by the Agency pursuant to this Agreement and the Governing Documents and similar agreements with Additional Entities for the acquisition, construction, enlargement, improvement, extension, repair, replacement, or closure of the Facilities or any part thereof, whether in one or several issues, or any obligations issued by the Agency to refund any or all of same.

“Borrowed Employee Agreement” has the meaning assigned to said term in the Asset Transfer Agreement.

“Bryan Assets” has the meaning assigned to said term in the Asset Transfer Agreement.

“Bryan Debt” means proceeds obtained from the sale of bonds, certificates of obligation, or other debt instruments and that were used by Bryan to construct, purchase, operate, repair, or maintain BVSWMA Assets or Bryan Assets.

“BVSWMA Assets” has the meaning assigned to said term in the Asset Transfer Agreement.

“Bylaws” means the Bylaws of the Agency and all amendments thereto.

“College Station Assets” has the meaning assigned to said term in the Asset Transfer Agreement.

“College Station Debt” means proceeds obtained from the sale of bonds, certificates of obligation, or other debt instruments and that were used by College Station to construct, purchase, operate, repair, or maintain BVSWMA Assets or College Station Assets.

“Credit Agreement” means any credit agreement, as defined in Chapter 1371, Texas Government Code, which the Agency enters into relating to its obligations with respect to the Bonds, the substance and form of which is approved by the Cities; provided, however, for purposes of this Agreement, “Credit Agreement” shall not include Interest Rate Management Agreements as defined in Chapter 1371, Texas Government Code.

“Estimated Contributing Weight” shall mean the Agency’s estimated weight of the total MSW to be delivered to all Points of Delivery for an upcoming Fiscal Year as determined by historical usage and reasonable anticipated growth based on Prudent Utility Practice.

“Facilities” mean the Initial Facilities, together with all Additional Facilities, including all real and personal property, acquired or constructed with proceeds from the sale of Agency's Bonds, if any, or payments made to the Agency by the Cities or other Persons made available to the Agency by the Cities, if any, pursuant to this Agreement and all similar agreements with Additional Entities, and used or operated by the Agency for receiving, treating, and disposing of Solid Waste of and for the Cities and other Persons. “Facilities” shall include only those facilities that provide service to the Cities pursuant to this Agreement and all similar agreements with Additional Cities and other facilities which provide service to other Persons and, unless otherwise agreed to by the Agency and the Cities, does not include trucks or other equipment and facilities used for the initial local pickup or collection of Solid Waste, including specifically garbage, within the Cities and the transportation thereof to the designated Point of Delivery.

“Fiscal Year” means the twelve (12) month period beginning each October 1 and ending the following September 30, or such other twelve (12) month period as may be established in the future to constitute the Agency’s Fiscal Year as approved by the Cities.

“Fiscal Year of the City” means the respective Fiscal Year of each City, which currently begins on October 1 of each year for each of Bryan and College Station, as each such fiscal year may be changed from time to time by either City with notice to the Agency.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, terrorist attacks, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, or any other causes not reasonably within the control of the party claiming such inability.

“Governing Documents” means, collectively, the Articles and the Bylaws.

“Grimes County Agreement” means that certain *Agreement By and Between Grimes County, Texas, the City of Bryan, Texas, and the City of College Station, Texas*, dated April 22,

2002, relating to certain matter regarding the permitting and development of the Twin Oaks Landfill including, but not limited to, the payment of a host fee to Grimes County, Texas.

“Initial Facilities” means the BVSWMA Assets, Bryan Assets, and College Station Assets conveyed to the Agency pursuant to the Asset Transfer and Debt Reimbursement Agreement, including, but not limited to, the Rock Prairie Road Landfill, the Twin Oaks Landfill and the City of Bryan Compost Facility.

“Land” means the real property to be used for the construction and operation of the Facilities, together with any improvements thereto.

“Municipal Solid Waste” or “Solid Waste” or “MSW” shall have the same meaning as set forth in 30 T.A.C. §330.3, as amended from time to time by the TCEQ.

“Operation and Maintenance Expense” means any cost of operation and maintenance of the Facilities including, but not limited to:

- (a) repairs and replacements to the extent funds are not held in a special fund;
- (b) the cost of utilities, supervision, engineering, accounting, auditing, regulatory costs, legal services, insurance premiums, and any other supplies, services, administrative costs, and equipment necessary for proper operation and maintenance of the Facilities; and
- (c) payments made for the use or operation of any property, payments of fines, and payments made by the Agency in satisfaction of judgments or other liabilities resulting from claims not covered by the Agency's insurance or not paid by one particular City arising in connection with the operation and maintenance of the Facility. Depreciation shall not be considered an item of Operation and Maintenance Expense.

“Permits” mean the licenses or permits issued or to be issued by the TCEQ with respect to operation, maintenance, and expansion of any component of the Facilities, including, but not limited to:

- (a) TCEQ Municipal Solid Waste Disposal Permit No. 1444C with respect to the Rock Prairie Road Landfill;
- (b) TCEQ Municipal Solid Waste Disposal Permit 2292 with respect to with respect to the State Highway 30 Landfill (also known as the Twin Oaks Landfill);
- (c) TCEQ Municipal Solid Waste Registration No. 42003 with respect to the City of Bryan Composting Facility.

“Person” means an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership association, or any other legal entity that is not the Cities, including, without limitation, any Additional Entity.

“Point of Delivery” means any point, as designated by the Agency, at which Solid Waste is received by the Agency from a City or from such other Persons as may be permitted to dispose of Solid Waste at the Facility pursuant to Section 5.04 of this Agreement.

“Prudent Utility Practice” means any of the practices, methods, and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the solid waste industry prior thereto, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. The Parties understand, acknowledge and agree that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act at the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts that could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition.

“Recyclable Material” shall have the same meaning as set forth in 30 T.A.C. §330.3, as amended from time to time by the TCEQ.

“Related Agreements” means the Asset Transfer Agreement, the Borrowed Employee Agreement, the Grimes County Agreement, the ILA, and any other agreement(s) entered by and between the Cities pursuant to or in accordance with any of the foregoing described agreements.

“Sludge” shall have the same meaning as set forth in 30 T.A.C. §330.3, as amended from time to time by the TCEQ.

“Special Waste” shall have the same meaning as set forth in 30 T.A.C. §330.3, as amended from time to time by the TCEQ.

“State” means State of Texas.

“T.A.C.” means the Texas Administrative Code, as amended.

“TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

“Trustee” means any trustee named under a trust indenture entered into by the Agency securing the payment of the Bonds and authorized by a Bond Resolution or any paying agent named under, and authorized by, a Bond Resolution.

1.02. INTERPRETATION. The caption headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Agreement and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Agreement.

ARTICLE II
PROVIDING OF FACILITIES BY THE AGENCY

In order to provide services and facilities for receiving, treating, and disposing of Solid Waste for the Cities and other Persons as provided in this Agreement, the Agency will operate and maintain the Facilities, and will from time to time enlarge, improve, repair, replace, and/or extend the Facilities. In accordance with and upon the closing of the Asset Transfer Agreement, or as soon after the closing as reasonably possible, the Agency shall obtain and hold in its name all required permits and licenses from the appropriate federal and State agencies, and each City shall assist the Agency in obtaining same, and shall assign or transfer, or cause to be assigned or transferred, to the Agency any such permits for the Facilities now or hereafter held by the Cities. The Agency shall provide, manage, operate, and maintain the Facilities in such manner as it determines is necessary pursuant to Prudent Utility Practice for providing adequate, efficient, and economical service to Cities, and shall have the right to use or discontinue the use of any part of the Facilities as the Agency deems necessary.

ARTICLE III
COLLECTION OF SOLID WASTE

3.01. DELIVERY. Each City hereby agrees, to the extent it legally may, to deliver or cause to be delivered all of the Solid Waste (except Sludge, if a City so opts), attributable to and generated within the incorporated limits of each such City, and which is otherwise collected by Cities from the generator of said Solid Waste, to the Facilities, subject to the recycling provisions of Section 3.06, provided such Solid Waste meets the requirements for quality as set forth in Article IV of this Agreement; but delivery of Solid Waste shall commence only after notice by the Agency that it is ready to receive the same pursuant to this Agreement.

3.02. POINT OF DELIVERY; CONVEYANCE TO POINT OF DELIVERY. Each City shall deliver or cause to be delivered all Solid Waste attributable to and generated within such City to the designated Point of Delivery for such City. Unless and until otherwise agreed by a City and the Agency, the respective Cities shall be solely responsible for (a) collecting or causing to be collected and (b) delivering or causing to be delivered all of such Solid Waste attributable to and generated within the incorporated limits of such City to the Point of Delivery.

3.03. QUANTITY AT POINT OF DELIVERY. The quantity of Solid Waste conveyed by each City to the Point of Delivery shall be measured by the Agency by weight and the total weight of Solid Waste received during each calendar month shall be used to determine each City's payments to the Agency as required by Article V.

3.04. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR DISPOSAL. Liability for damages arising from the collection, transportation and delivery of all Solid Waste delivered by each City hereunder shall remain in the respective City (the "Collecting Party") to the Point of Delivery, and after the Solid Waste is weighed at the Point of Delivery, liability for such damages shall pass to the Agency, provided the Solid Waste collected, transported and delivered is of the type and quality that the Agency is legally authorized to accept. As between

the Agency and each City, for any liability related to Solid Waste, while that Solid Waste was or is in the control of such Collecting Party, each Collecting Party agrees, to the extent permitted by law, to indemnify and to save and hold the other parties harmless from any and all claims, demands, causes of action, damages, losses, costs, fines, and expenses, including reasonable attorney's fees that may arise or be asserted by anyone at any time on account of the collection, transportation, and delivery of such Solid Waste while it was or is in the control of such Collecting Party. The Agency has the responsibility as between the parties for the proper reception, transportation, treatment, and disposal of all Solid Waste received by it at Point of Delivery, subject to the other provisions of this Agreement and provided the Solid Waste received, transported, delivered, or disposed of is of the type and quality that the Agency is legally authorized to accept.

3.05. MEASUREMENT OF SOLID WASTE. The Agency will furnish, install, operate, and maintain at its own expense at each Point of Delivery the necessary equipment and devices of standard type for measuring properly the weight of all Solid Waste delivered under this Agreement. Such equipment and devices shall remain the property of the Agency. Each City shall have access to such equipment and devices at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the Agency. Agency shall provide notice to the Cities not less than two (2) days prior to conducting the calibration in order to allow each City an opportunity to have a representative present when such reading, calibration, and/or adjustment is conducted.. All readings will be entered upon proper books of record maintained by the Agency. Upon written request, any City may have access to said record books during reasonable business hours. Not more than three times in each calendar year of operation, the Agency shall calibrate such measurement equipment and devices, if requested in writing by a City to do so, in the presence of a representative of the City, and the parties shall jointly observe any adjustments which are made to such equipment and devices in case any adjustment is found to be necessary. If, for any reason, any such equipment and devices are out of service or out of repair, or if, upon any test, the percentage of inaccuracy thereof is found to be in excess of five (5%) percent, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. Each City may, at its option and its own expense, install and operate equipment or devices for checking the measurement equipment and devices of the Agency, but the measurements obtained from the Agency's measurement equipment and devices shall be the sole basis for determinations made in accordance with the terms of this Agreement.

3.06. RECYCLING. Each City may recycle Recyclable Materials and dispose of the Recyclable Materials with any entity other than the Agency until such time as the Agency enters the recycling business for the same Recyclable Materials and for the same or better price, inclusive of transportation, than the City is then receiving, at which time the City shall deliver its Recyclable Materials to the Agency, subject to any existing agreement terms and conditions. Once the Agency enters into the recycling business, the Cities may not deliver its Recyclable Materials to another entity or person other than the Agency, nor may either City grant a franchise or other contract to another entity or person for such service.

3.07. OPERATIONAL TIMES AND DATES. The Agency shall operate the Facilities so that they are open and available for the delivery of MSW at least on the following days and times:

Name of Facility	Times and Days Open to Public	Times and Days Open for Receipt of MSW from Cities
Rock Prairie Road Landfill	7:00 AM to 5:00 PM Monday through Friday; 7:00 AM to 1:00 PM on Saturdays	Same as public
Pleasant Hill Road Compost Facility	8:00 AM to 5:00 PM. Monday through Friday; 7:30 AM to 3:30 PM on Saturdays	Same as public
Twin Oaks Landfill	7:00 AM to 5:00 PM Monday through Friday; 7:00 AM to 1:00 PM on Saturdays	Same as public

The Agency may, but is not obligated to, close the Facilities for receipt of MSW on New Year's Day, Thanksgiving Day, and Christmas Day. The Agency shall reasonably cooperate with the Cities and other local government entities to open for receipt of MSW at additional times other than those set forth above at the discretion of the Director.

3.08. COLLECTION BY THIRD PARTIES. In the event a City contracts with a third party for the collection of MSW as described in Section 3.01, the City shall incorporate into such contract the obligations set forth in Sections 3.01, 3.02, 3.03, and 3.04, above, so that said third party shall perform and comply with the obligation of the City pursuant to said sections. No solid waste collection contract with a third party shall relieve a City of its obligations to pay its payments as set forth in Section 5.03.

ARTICLE IV **QUALITY**

4.01 GENERALLY. Each City shall deliver to the Facilities, and Agency shall only be obligated to accept delivery from the Cities, MSW that complies with quality requirements that the Agency finds it necessary from time to time to establish in order to comply with the Permits.

4.02 SPECIAL WASTE. If a City or any other Person wishes for the Agency to accept and dispose of Special Waste, and the Special Waste at issue may be accepted for disposal by the Agency in accordance with the Permits, the Agency may, at its option, agree to accept and dispose of same, provided that such City or Person must pay a surcharge set by the Agency for such service, which surcharge shall be set by the Agency to be an amount at least equal to any extra costs involved in such disposal.

4.03 TWIN OAKS LANDFILL SPECIAL PROVISIONS. In accordance with the provisions of the Grimes County Agreement, the Agency understands, acknowledges, and agrees that the Agency is prohibited from using the property constituting the Twin Oaks Landfill as a separately permitted industrial hazardous waste facility.

ARTICLE V
PAYMENTS

5.01. FINANCING. Subject to the prior approval of the Cities as required by the Governing Documents, the Agency will use its best efforts to issue Bonds from time to time, in amounts and at times as determined by the Agency to acquire, construct, expand, and add to the Facilities. Such agreement of the Agency to issue Bonds is subject in all events to the ability of the Agency to sell and deliver Bonds in amounts, at such interest rates and at the times sufficient to pay for the Facilities and the ability of the Agency to obtain the necessary property, equipment, labor, materials, and contractors to provide same.

5.02. ANNUAL EXPENSE BUDGET. The Parties acknowledge and agree that payments to be made under this Agreement and similar agreements with Additional Entities, investment income, revenues received from other Persons for the use of the Facilities, and other revenues attributable to the Facilities will be the only sources available to the Agency to provide the Annual Expense Budget; and that the Agency has a statutory duty pursuant to Texas Health & Safety Code §363.144 to establish and from time to time to revise the charges for services to be rendered and made available to Cities and other Persons hereunder (“the Rate Schedule”) so that the Annual Expense Budget shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(a) **Operation and Maintenance Component.** An “Operation and Maintenance Component” equal to the amount paid or payable for all Operation and Maintenance Expenses; and

(b) **Bond Service Component.** A “Bond Service Component” equal to:

(1) the principal of, redemption premium, if any, and interest on, the Agency’s Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or other sources if permitted by any Bond Resolution; and

(2) during each Fiscal Year, the proportionate part of any special or reserve funds required to be established and/or maintained by the provisions of any Bond Resolution including the Debt Service Reserve Fund established by the Bond Resolution authorizing the initial issuance of Bonds; and

(3) an amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution; and

(4) an amount sufficient to pay all obligations with respect to any Credit Agreement, as required to be established and/or maintained by the provisions of any Bond Resolution; and

(5) the fees, charges, and reasonable expenses of a Trustee for paying principal of, redemption premium, if any, and interest on, all Bonds;

(c) **Debt Reimbursement Component.** A "Debt Reimbursement Component" equal to the amount needed to:

(1) pay to Bryan an amount equal to the payments to be made by Bryan on the Bryan Debt for the fiscal year to which the Annual Expense Budget applies in accordance with the payment schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

(2) pay to College Station an amount equal to the payments to be made by College Station on the College Station Debt for the fiscal year to which the Annual Expense Budget applies in accordance with the payment schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference.

5.03. MONTHLY PAYMENTS BY CITIES. For services and facilities to be provided to each City by the Agency under this Agreement, each City agrees to pay Agency based on the actual weight of MSW delivered to the Facilities multiplied by the unit price set forth in the Rate Schedule applicable to the Cities. Agency shall prepare and deliver an invoice to each City each month for charges related to MSW delivered to Agency for the prior month and for all other amounts due and owing by the City to the Agency through the last calendar date of the month prior to issuance of the invoice. Cities shall pay their invoices not later than 30 days after receipt of the invoice from Agency.

5.04. DELINQUENT PAYMENTS. Payments not made by a City on or before the thirtieth (30th) day following receipt of the invoice for same shall be deemed delinquent. Interest shall accrue on delinquent payments at the rate authorized pursuant to Ch. 2251 of the Texas Government Code, as amended. The Agency is authorized to discontinue service to any City which fails to make any delinquent payment on or before the tenth (10th) day after the Agency provides written notice to such City in accordance with Tex. Govt. Code §2251.051. The Agency shall not be obligated to recommence provision of service to a City to whom services have been discontinued pursuant to this Section 5.04 until all past due amounts, including any accrued interests and reasonable costs of collection authorized by law, have been paid to the Agency.

5.05. ANNUAL BUDGET OF AGENCY. The Agency shall adopt and approve an Annual Budget in accordance with applicable provisions of the Governing Documents. The Annual Budget shall, as a minimum, reflect the Annual Expense Budget and all reasonable anticipated revenues for the Fiscal Year for which the Annual Budget is to adopted.

5.06. ANNUAL BUDGETS OF CITIES; APPROPRIATION. Each City shall make provision in its annual budget and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by the City under this Agreement. In accordance with the foregoing, and pursuant to the authority of Texas Health & Safety Code §363.119(c), College Station, having established its Sanitation Fund, and Bryan, having established its Solid Waste Fund, agree that the revenues received into said funds shall be the sole source of payment of their respective their respective obligations under this Agreement.

5.07. INTEREST INCOME. All interest income earned by the investment of any funds created pursuant to any Bond Resolution shall be credited towards the payment of the Bond Service Component and taken into account in determining the Annual Expense Budget; except as to any fund or account created pursuant to the terms of a Bond Resolution or any financing document authorized by such Bond Resolution and funded from any Bond proceeds, together with all interest income earned by the investment thereof may, at the option of the Agency, be credited to such fund or account and used for the purposes for which the Bonds are issued, or be credited towards the payment of the Bond Service Component.

5.08. PLACE OF PAYMENT. Except to the extent otherwise provided by any Bond Resolution or as may otherwise be amended by written notice by the Agency to the Cities, all amounts due under this Agreement shall be paid and be due at the principal administrative offices of the Agency.

5.09. ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY BOND SERVICE COMPONENT AND DEBT REIMBURSEMENT COMPONENT.

(a) **Agency Mistake on Amount Not Excuse.** Notwithstanding anything herein to the contrary, no failure of the Agency to estimate, and no mistake by the Agency in any estimate of, the amount of or schedule for the Bond Service Component or the Debt Reimbursement Component of the Annual Expense Budget due from each City in any Fiscal Year shall relieve each City from (or defer) its respective absolute and unconditional obligation to make payment of the Bond Service Component of the Annual Expense Budget in full when due.

(b) **Obligation to Pay Debt Service.** Notwithstanding anything to the contrary contained in this Agreement, the Cities each agree that they shall be unconditionally obligated to pay their respective proportionate share of the Bond Service Component and Debt Reimbursement of the Annual Expense Budget.

5.10. OTHER USE OF FACILITY.

(a) **Charge for Use.** Notwithstanding other provisions of this Agreement to the contrary, the Agency may provide excess available Solid Waste disposal capacity of the Facilities to any Person, provided that any such service shall in all events be subordinate and subject to the rights of the Cities under this Agreement; and provided further that the Agency must charge an amount not less than the unit cost by weight for MSW disposal being paid by any City.

(b) **No Discounted Charge or Free Use; Limited Exceptions.** The Agency shall not provide for or authorize any discounted charge or free use of the Facilities by any Person for any reason without the unanimous consent of the Cities; provided, however, the Agency may provide discounted or free disposal of clean fill dirt or other materials that can be used by the Agency in the operation of the Facilities in lieu of purchases that would otherwise be required by the Agency.

5.11. GENERAL COVENANTS. Each City further represents, covenants, and agrees that in accordance with and to the extent permitted by law:

(a) **Home-Rule City.** It is a duly created and existing home rule city of the State and is duly authorized under the laws of the State to enter into this Agreement; that all action on its part for the execution and delivery of this Agreement has been duly and effectively taken; and that this Agreement is a valid and enforceable special obligation of such City in accordance with its provisions, subject to laws applicable to such City relating to bankruptcy, reorganization and other similar matters affecting creditors' rights generally.

(b) **Competing Facilities.** To the extent it legally may, it will:

(1) not grant any franchise or permit for the acquisition, construction, or operation of any facilities that might be used as a substitute for or be in competition with the Facilities;

(2) prohibit any such competing facilities to the Facilities;

(3) not acquire or develop any facilities that would compete with the Facilities or otherwise result in the diversion of MSW from the Facilities.

(c) **Disposal of MSW at Facilities.** To the extent it legally may, unless otherwise expressly provided in this Agreement, each City agrees to commit and dedicate all generated MSW collected or controlled by it, other than Sludge, to the Facilities, and if the Facilities and their operations expand to handle other disposables beyond MSW, each City's mandatory disposal commitment shall expand to include the disposables being processed by the Agency.

(d) **Diversion or Reduction in Waste Stream.** Each City agrees that it will:

(1) inform the Agency of any diversion or reduction in its respective waste stream, and the reason therefor, in order that the Agency may measure the impact on joint solid waste management operations and costs; and

(2) attempt to make waste stream diversion and reduction on a joint basis so as to absorb together the financial impact on the tipping fee that such reduction/diversion may create.

5.12. RATE SCHEDULE. The Agency shall by resolution establish the Rate Schedule to include rates, charges, and/or fees to be charged to and paid by each City and any Person using the Facilities. The Rate Schedule applicable to the Cities shall be based on unit prices determined by dividing the total Annual Expense Budget by the total of the Estimated Contributing Weight but without subtracting the revenues reasonably anticipated to be received from Persons who are not the Cities, investment income or other revenues attributable to the Facilities. To the extent establishment of different rates applicable to different classifications of customers are allowed by law, the Rate Schedule applicable to anyone other than the Cities shall be based on the local market rate for services provided by facilities with similar operations and similar TCEQ classifications as the Facilities, but in no case less than the Rate Schedule applicable to the Cities. Upon approval of the Rate Schedule and any amendments to the Rate Schedule by the Agency, the Rate Schedule shall be submitted to the Cities for approval by their respective governing bodies, which approval shall not be unreasonably withheld or delayed. Failure of either City to object to the Rate Schedule or any part thereof on or before the thirtieth (30th) day after submission to the City shall be deemed an approval of the part(s) to which objection is not made. If the rate for a particular service contained in the Rate Schedule and/or the entire Rate Schedule for a Fiscal Year is not approved by one or the other City, then the rate(s) with respect to the service(s) provided by the Agency for the prior Fiscal Year shall remain in place. Notwithstanding anything herein to the contrary, to the extent allowed by law, the Agency may establish rates for Persons other than the Cities that are higher, but not lower, than those charged to the Cities without the prior approval of the Cities.

ARTICLE VI
MISCELLANEOUS OPERATIONAL MATTERS

6.01. AGENCY EMPLOYEES. Pursuant to that certain Borrowed Employee Agreement signed by the Parties prior to or concurrent with the signing of this Agreement, the Parties acknowledge and agree that on the Effective Date, the Agency shall utilize for the purpose of operating and maintaining the Facilities the Cities' employees who, prior to the Effective Date, were employed by the Cities for such purposes. The Parties further understand and agree that when a City employee used by the Agency pursuant to the Borrowed Employee Agreement leaves the employ of the City for any reason or is reassigned by the City to a position that results in the City employee no longer being assigned to the operation and maintenance of the Facilities, the Agency may employ any person to replace the departing City employee, which person shall be an employee of the Agency.

6.02. CHIEF EXECUTIVE OFFICERS NOT SUBJECT TO BORROWED EMPLOYEE AGREEMENT. Notwithstanding Section 6.01, above, the Agency shall have the right to employ the Agency's chief executive officer without the obligation to fill such position with Cities' employees pursuant to the Borrowed Employee Agreement.

6.03. ANNUAL BUSINESS PLAN. No later than the date of delivery of the Annual Budget to the Cities, the Agency shall deliver to the Cities a business plan related to the operation of the Facilities addressing at least the following topics:

- (a) performance measures and benchmarks;
- (b) short-term and long-term waste stream tonnage to be received at each Facility;
- (c) anticipated new customers and goals and description of marketing efforts to secure same;
- (d) compaction goals;
- (e) short and long range capacities and life expectancy of each Facility;
- (f) master plan for future expansion;
- (g) possible future services with associated costs and revenues; and
- (h) short and long-term compost and other waste diversion strategies.

The Agency agrees to submit a draft of the annual business plan to the Agency's Technical Advisory Committee in sufficient time to allow said committee to have not less than thirty (30) days to review and comment on the proposed plan prior to delivery of the completed plan to the Cities.

6.04. ADDITIONAL REPORTING TO CITIES. The Agency shall deliver to the Cities various reports and notifications that include as a minimum the following:

(a) **Quarterly Reports.** Reports to be delivered not later than the 20th day of the month following the end of the calendar quarter of each Fiscal Year:

- (1) Revenues for the calendar quarter and Fiscal Year to date received from all sources by the Agency;
- (2) Expenses of the Agency for the calendar quarter and Fiscal Year to date;
- (3) Tonnage of MSW received by month during the calendar quarter and Fiscal Year to date for each Facility, both cumulative and broken down by each City and third parties;
- (4) Compaction rate for the calendar quarter and Fiscal Year to Date.

(b) **Annual Report.** Not later than thirty (30) days after delivery of the Agency's annual audit to the City as provided in Section 4.01 of the Bylaws, the Agency shall present an annual report to the Cities consisting of, as a minimum, a cumulative report of the quarterly reports for the prior Fiscal Year prepared pursuant to Section 6.04(a), above, and an executive summary of the findings in the Agency's financial audit related to the Agency's financial status. As soon as reasonably practical after delivery of

the Annual Report to the Cities, the parties agree to make a good faith effort to schedule a joint meeting of the Board of Directors of the Agency with the City Council of each City or, if practical, a joint meeting with both City Councils; provided, however, the failure to hold such a meeting shall not be a default of this Agreement.

(c) **Other Notices.** Not later than five (5) business days after receiving the information, the Agency shall notify each City about any filed or threatened litigation against the Agency and any Notice of Permit violations related to operations of the Facilities.

6.05. DEBT REIMBURSEMENT. Not later than the date set forth in Exhibits "A" and "B" hereto, the Agency shall pay Bryan and College Station the amounts set forth in the Debt Reimbursement Schedules. In the event the Agency fails to make such payments on the date required, the City to whom payment was not timely made may, at its sole option and as its sole remedy, reduce the invoiced amounts due to the Agency by the amount of the delinquent Debt Reimbursement Payment. Notwithstanding the Agency's default of this Section 6.05, the City to whom the delinquent payment was due shall not be relieved or excused from the payment of its Monthly Payment required by Section 5.03 except to the extent of the payment reduction allowed by this Section 6.05.

ARTICLE VII **ADDITIONAL CAPACITY AND FACILITIES**

As the responsible agency for the establishment, administration, management, operation, and maintenance of the Facilities, the Agency will, subject to the approval of the Cities as required by the Governing Documents, from time to time determine when and to what extent it is necessary to provide Additional Facilities to receive, transport, treat, and dispose of the Solid Waste of the Cities and to issue Bonds, subject to the provisions of this Agreement, to accomplish its purposes.

ARTICLE VIII **REMEDIES**

8.01. REMEDIES. Notwithstanding anything in this Agreement to the contrary, as governmental entities, each City and the Agency have not waived immunity from suit and liability under Texas law, and the execution and delivery of this Agreement does not constitute such a waiver. The foregoing sentence notwithstanding and to the extent permitted by law, the obligations, agreements, and covenants of the Agency and each City (including, without limitation, the obligation of each City to pay the Annual Expense Budget, as provided herein) contained in this Agreement may be enforced by any party to this Agreement and any holder of Bonds of the Agency by such suits, actions, or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained herein.

8.02. LEGAL AUTHORITY. In entering into this Agreement and performing all duties and obligations hereunder, the Cities and the Agency exercise their authority under and in

accordance with the constitution and laws of the State including, but not limited to the Act, Chapter 362, Texas Health & Safety Code, the Governing Documents, the Cities' Charters; and all other laws that may authorize this Agreement, all of which provisions and laws, cited or uncited herein, shall cumulatively provide the authority for this Agreement.

ARTICLE IX
MISCELLANEOUS

9.01. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the authorized representatives of the Agency and the Cities (“the Effective Date”).

9.02. TERM OF AGREEMENT. This Agreement shall continue in force from the Effective Date at least until all Bonds, including any Bonds issued to refund same, and the interest thereon, the Bryan Debt, and the College Station Debt, shall have been paid in full; and shall also remain in force thereafter until dissolution of the Agency pursuant to the Governing Documents and applicable state law.

9.03. RECITALS. The recitals set forth in the preamble to this Agreement are incorporated in and made a part of this Agreement for all purposes.

9.04. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made, or accepted by either party to the other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If intended for City of College Station:

With copy to:

City of College Station, Texas
Attn: Mayor
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

City Attorney
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

If intended for City of Bryan:

City of Bryan, Texas
Attn: Mayor
300 South Texas Avenue
P.O. Box 1000 (77805)
Bryan, Texas 77803

With copy to:

City Attorney
300 South Texas Avenue
P.O. Box 1000 (77805)
Bryan, Texas 77803

If intended for Agency:

Brazos Valley Solid Waste Management
Agency, Inc.
Attn: Executive Director
1101 Texas Avenue
P.O. Box 9960 (77842)
College Station, Texas 77840

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

The Agency and each City hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties to this Agreement.

9.05. FORCE MAJEURE. In case by reason of "Force Majeure," the Agency or either City shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such "Force Majeure" in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, but in no case later than thirty (30) days following the onset of the event or cause, the obligation of the party giving such notice, so far as it is affected by such Force Majeure (with the exception of the obligation of each City to make the payments required in Section 5.03 of this Agreement, which in all events shall be made as provided therein) shall be suspended during the continuance of the inability then claimed, but for no longer periods, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

9.06. INSURANCE. The Agency will carry insurance for such purposes and in such amounts as are determined by the Agency to be necessary or advisable. The Agency shall provide proof of insurance to the Cities on an annual basis.

9.07. REGULATORY BODIES. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

9.08. ANNUAL AUDIT OF THE FACILITIES. The Agency shall, at the close of each Fiscal Year, cause an annual audit of books and accounts of Agency, including the Facilities, to be prepared and a copy of such annual audit to be provided to each City as required by the Governing Documents.

9.09. SUBORDINATION TO PERMIT/STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS. All parties understand and agree that any provision of this Agreement is subordinate to the Permits. This Agreement cannot allow or require the Agency to perform any action, or omit to take any action, that will result in the Agency violating any provision of its Permits. This Agreement is also subject to all applicable federal and State laws and any other applicable permits, ordinances, rules, orders, and regulations of any local, State, or federal governmental authority having or asserting jurisdiction but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction and each City and the Agency represent that, to the best of their knowledge, no provisions of any applicable federal or State law, including the respective City Charter of each City, nor any permit, ordinance, rule, order, or regulation of any party will limit or restrict the ability of such party to carry out their respective obligations under or contemplated by this Agreement. The Agency understands, acknowledges and agrees that to the extent required by Texas Transportation Code §431.101(g), as amended, the Agency must comply with the state law applicable to the Cities with respect to design and construction of projects, including the procurement of design and construction services.

9.10. MODIFICATION. No change, amendment, or modification of this Agreement shall be made or be effective that will affect adversely the prompt payment when due of all moneys required to be paid by the Cities under the terms of this Agreement and no such change, amendment, or modification shall be made or be effective that would cause a violation of any provisions of any Bond Resolution or any financing document authorized by such Bond Resolution, including any Credit Agreement.

9.11. SEVERABILITY. The Parties specifically agree that in case anyone or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

9.12. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES. This Agreement is made for the exclusive benefit of the Cities, the Agency, the owners of the Bonds, the parties to any Credit Agreement, the underwriters of any offering of Bonds and each remarketing agent and tender agent, if any, for any Bonds, and their respective successors and assigns herein permitted, and not for any other third party or parties; and nothing in this Agreement, expressed or implied, is intended to confer upon any party or parties other than the Agency (including its officers, directors, employees, agents, and attorneys), the Trustee, the owners of the Bonds, the Cities, and the parties to any Credit Agreements, the underwriters of any offering of and

remarketing agent and tender agent, if any, for any Bonds, and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement.

9.13. SUCCESSION AND ASSIGNMENT. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors, representatives, and assigns. This Agreement may not be assigned by any party hereto without (i) complying with any provisions relating to the right of the parties to assign this Agreement contained in the Bond Resolution and (ii) prior written notice to and approval by the other parties, which consent may be withheld without cause. The provisions of this Section 9.13 do not affect the ability of the Agency to assign some or all of its rights in this Agreement for the benefit of the owners of the Bonds.

9.14. ENTIRE AGREEMENT. This Agreement and the Related Agreements represent the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement and the Related Agreements.

9.15. EXHIBITS. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.16. GOOD FAITH NEGOTIATION; DISPUTE MEDIATION. Whenever a dispute or disagreement arises under the terms of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation prior to engaging in litigation.

9.17. GOVERNING LAW. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Agreement.

CITY OF BRYAN

ATTEST:

By: 

Jason P. Blenski, Mayor



City Secretary, City of Bryan

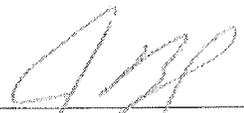
CITY OF COLLEGE STATION

ATTEST:

By: _____
Nancy Berry, Mayor

City Secretary, City of College Station

**BRAZOS VALLEY SOLID WASTE
MANAGEMENT AGENCY, INC.**

By: 

Jason P. Blenski, President

Exhibit "A"

City of Bryan

DEBT SERVICE
 SCHEDULE OF REQUIREMENTS
 Combination Tax and Revenue Certificates of Obligation, Series 2010
 PRINCIPAL - Landfill Portion \$5,145,000

Payment Date	Principal Payment	Interest Rate	Interest Payment	Total Payment	Annual Payment	Remaining Principal
2/15/2011			161,674.07	161,674.07		
8/15/2011	145,000.00	2.0000%	98,165.63	243,165.63	404,839.69	5,000,000.00
2/15/2012			96,715.63	96,715.63		
8/15/2012	205,000.00	2.0000%	96,715.63	301,715.63	398,431.25	4,795,000.00
2/15/2013			94,665.63	94,665.63		
8/15/2013	210,000.00	2.0000%	94,665.63	304,665.63	399,331.25	4,585,000.00
2/15/2014			92,565.63	92,565.63		
8/15/2014	215,000.00	4.0000%	92,565.63	307,565.63	400,131.25	4,370,000.00
2/15/2015			88,265.63	88,265.63		
8/15/2015	220,000.00	4.0000%	88,265.63	308,265.63	396,531.25	4,150,000.00
2/15/2016			83,865.63	83,865.63		
8/15/2016	230,000.00	3.0000%	83,865.63	313,865.63	397,731.25	3,920,000.00
2/15/2017			80,415.63	80,415.63		
8/15/2017	235,000.00	4.0000%	80,415.63	315,415.63	395,831.25	3,685,000.00
2/15/2018			75,715.63	75,715.63		
8/15/2018	250,000.00	4.0000%	75,715.63	325,715.63	401,431.25	3,435,000.00
2/15/2019			70,715.63	70,715.63		
8/15/2019	255,000.00	4.0000%	70,715.63	325,715.63	396,431.25	3,180,000.00
2/15/2020			65,615.63	65,615.63		
8/15/2020	265,000.00	4.0000%	65,615.63	330,615.63	396,231.25	2,915,000.00
2/15/2021			60,315.63	60,315.63		
8/15/2021	275,000.00	4.0000%	60,315.63	335,315.63	395,631.25	2,640,000.00
2/15/2022			54,815.63	54,815.63		
8/15/2022	285,000.00	4.0000%	54,815.63	339,815.63	394,631.25	2,355,000.00
2/15/2023			49,115.63	49,115.63		
8/15/2023	295,000.00	4.0000%	49,115.63	344,115.63	393,231.25	2,060,000.00
2/15/2024			43,215.63	43,215.63		
8/15/2024	310,000.00	4.0000%	43,215.63	353,215.63	396,431.25	1,750,000.00
2/15/2025			37,015.63	37,015.63		
8/15/2025	320,000.00	4.1250%	37,015.63	357,015.63	394,031.25	1,430,000.00
2/15/2026			30,415.63	30,415.63		
8/15/2026	335,000.00	4.1250%	30,415.63	365,415.63	395,831.25	1,095,000.00
2/15/2027			23,506.25	23,506.25		
8/15/2027	350,000.00	4.2500%	23,506.25	373,506.25	397,012.50	745,000.00
2/15/2028			16,068.75	16,068.75		
8/15/2028	365,000.00	4.2500%	16,068.75	381,068.75	397,137.50	380,000.00
2/15/2029			8,312.50	8,312.50		
8/15/2029	380,000.00	4.3750%	8,312.50	388,312.50	396,625.00	-

Interest - 2,402,483.44

Exhibit "B"

City of College Station

DEBT SERVICE

SCHEDULE OF REQUIREMENTS

Certificates of Obligation, Series 2009

PRINCIPAL - Landfill Portion \$5,145,000

PAYMENT DATE	PRINCIPAL AMOUNT	INTEREST RATE	INTEREST AMOUNT	TOTAL DUE ON PAYMENT DATE	TOTAL DUE EACH YEAR	PRINCIPAL AMOUNT OUTSTANDING
						5,145,000
2-15-10	175,000	3.000%	104,402	279,402		
8-15-10			96,805	96,805	376,207	4,970,000
2-15-11	205,000	3.000%	96,805	301,805		
8-15-11			93,730	93,730	395,535	4,765,000
2-15-12	215,000	3.000%	93,730	308,730		
8-15-12			90,505	90,505	399,235	4,550,000
2-15-13	220,000	3.000%	90,505	310,505		
8-15-13			87,205	87,205	397,710	4,330,000
2-15-14	230,000	3.000%	87,205	317,205		
8-15-14			83,755	83,755	400,960	4,100,000
2-15-15	240,000	3.000%	83,755	323,755		
8-15-15			80,155	80,155	403,910	3,860,000
2-15-16	250,000	3.000%	80,155	330,155		
8-15-16			76,405	76,405	406,560	3,610,000
2-15-17	210,000	3.500%	76,405	286,405		
8-15-17			72,730	72,730	359,135	3,400,000
2-15-18	220,000	3.500%	72,730	292,730		
8-15-18			68,880	68,880	361,610	3,180,000
2-15-19	230,000	3.750%	68,880	298,880		
8-15-19			64,568	64,568	363,448	2,950,000
2-15-20	240,000	4.000%	64,568	304,568		
8-15-20			59,768	59,768	364,335	2,710,000
2-15-21	250,000	4.000%	59,768	309,768		
8-15-21			54,768	54,768	364,535	2,460,000
2-15-22	260,000	4.000%	54,768	314,768		
8-15-22			49,568	49,568	364,335	2,200,000
2-15-23	270,000	4.125%	49,568	319,568		
8-15-23			43,999	43,999	363,566	1,930,000
2-15-24	285,000	4.250%	43,999	328,999		
8-15-24			37,943	37,943	366,941	1,645,000
2-15-25	300,000	5.000%	37,943	337,943		
8-15-25			30,443	30,443	368,385	1,345,000
2-15-26	315,000	4.500%	30,443	345,443		
8-15-26			23,355	23,355	368,798	1,030,000
2-15-27	330,000	4.500%	23,355	353,355		
8-15-27			15,930	15,930	369,285	700,000
2-15-28	340,000	4.500%	15,930	355,930		
8-15-28			8,280	8,280	364,210	360,000
2-15-29	360,000	4.600%	8,280	368,280	368,280	0
Interest			2,381,979			

June 24, 2010
Regular Agenda No. 1
Northgate Pedestrian Improvements

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action and discussion regarding a resolution approving a plan to enhance pedestrian safety along University Drive between Wellborn Road and Tauber Street.

Recommendation(s): Staff recommends that Council approve the resolution. This recommendation is strongly supported by officials at Texas A&M University as well as the College Station Police and Fire Departments.

Summary: Staff and TxDOT presented a plan to Council on November 23rd. After discussion and input from the public including business and property owners in the Northgate area, Council expressed support for the proposed plan with direction that provisions be made to accommodate deliveries from College Main to the businesses in the area.

Feedback was solicited from the Northgate property owners and merchants in an effort to identify possible solutions to concerns. Staff proposes that the space for parking along the north side of University Drive be designated as a loading zone during specified hours. This would provide for deliveries to businesses in this area without blocking the travel lanes on University. While this proposal does not meet all of the stated needs of the Northgate merchants it does provide some help and retains the safest feature of this proposal; the closure of College Main.

The proposed improvements also include proposed ramp modifications at the interchange of Wellborn Road and University Drive and the installation of a traffic signal at the intersection of University Drive and Boyett Street.

With the approval of this resolution staff at TxDOT will begin the final design and will move forward with the construction of the improvements. TxDOT projects that they can have the plans ready for a March 2011 letting. Construction would probably begin in June and should be substantially complete by December or January.

Budget & Financial Summary: Funding for the larger pedestrian improvement project will be by TxDOT.

Attachments:

1. Resolution
2. Plan Graphic
3. Summary of merchant feedback

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A PLAN TO ENHANCE PEDESTRIAN SAFETY ALONG UNIVERSITY DRIVE BETWEEN WELLBORN ROAD AND TAUBER STREET.

WHEREAS, the City Council of the City of College Station, Texas, recognizes there is a large number of pedestrians crossing University Drive between A&M University and the Northgate area; and

WHEREAS, the City Council of the City of College Station, Texas, desires to implement measures designed to enhance pedestrian safety along University Drive in the Northgate area; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves the plan developed through collaboration between the Texas Department of Transportation, the City of College Station, and Texas A&M University.

PART 2: That the City Council hereby approves the plan's proposed closure of College Main to motor vehicles between University Drive and Patricia Street, converting the area into a pedestrian and bicycle facility with the understanding that provisions will be made in the design to accommodate deliveries for businesses in the Northgate area.

PART 3 That the City Council hereby approves the plan's proposed ramp modifications at the interchange of Wellborn Road and University Drive and the installation of a traffic signal at the intersection of University Drive and Boyett Street.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2010.

ATTEST:

APPROVED:

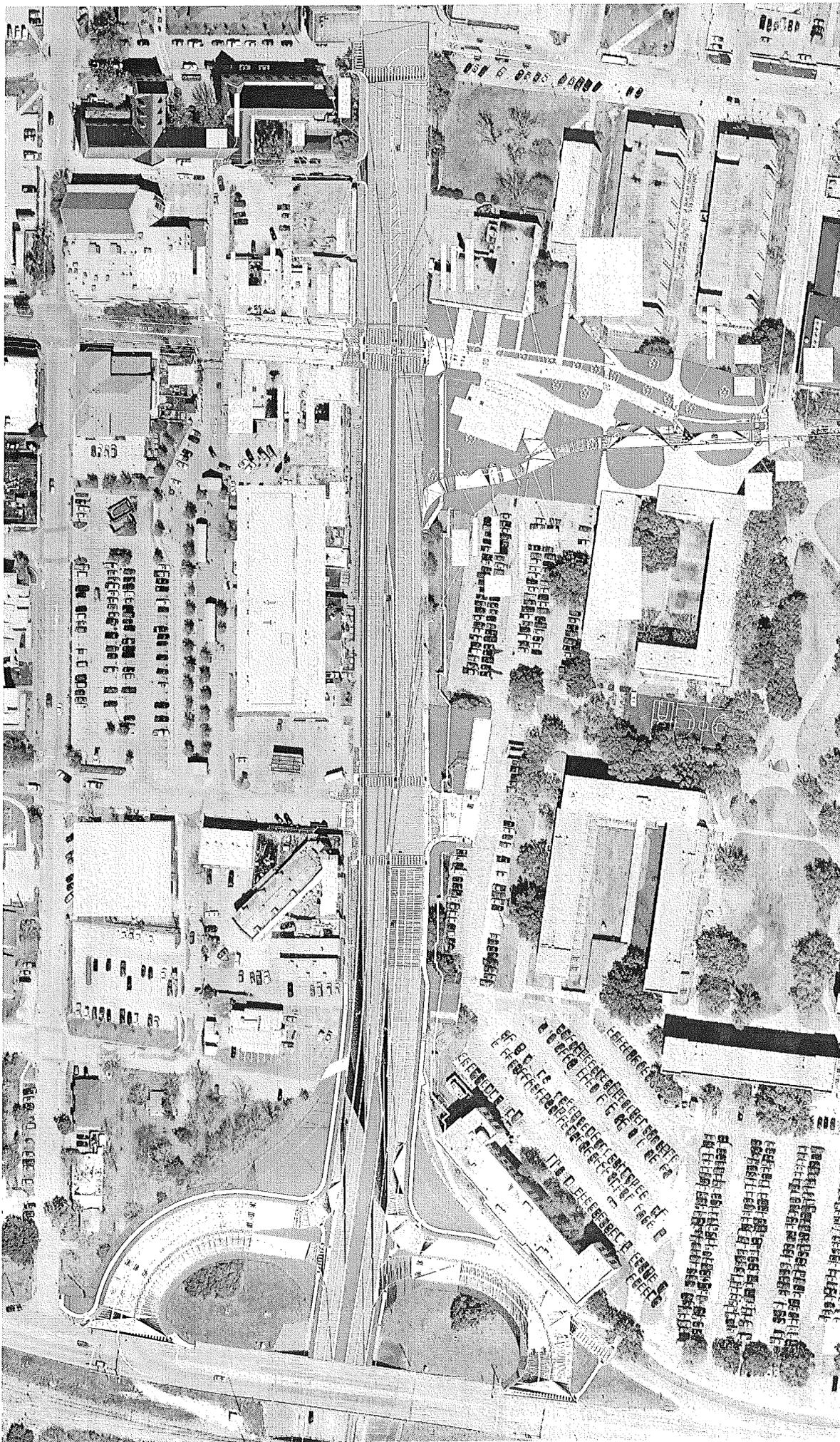
City Secretary

MAYOR

APPROVED:

Hawley Cangel

City Attorney



Summary of Northgate merchant feedback

Closure of College Main

The City, A&M, and TXdot are pushing for the complete closure of College Main to allow for better traffic flow and safer pedestrian crossing. The city & TXdot were willing to consider an alternate one-way setup, but this rejected by the majority of merchants, in favor of an all or nothing scenario.

Although no merchants were particularly supportive of the closure, the majority of merchants were willing to allow the complete closure of College Main if various specific conditions were met. These included 1 hour free parking, better off-peak parking rates, conversion to a patio atmosphere, access for construction/maintenance, and addressing access for deliveries. The last two issues (access and deliveries) are viewed as CRITICAL and there will be significant public opposition by the majority of merchants if these are not addressed adequately.

Note that there are several merchants that are opposed to the complete closure regardless of any effort to mitigate the negative affects.

Parallel Parking along University

TXdot was originally pursuing the removal of all parallel parking. Due to our strong opposition, this is off the table.

There was a strong desire by the merchants to consider changing the way this parking is utilized, especially during the day. Merchants generally liked the idea of the city enforcing shorter term parking, governed by a committee of merchants closest to those spots. The city had indicated a willingness to consider this, though they raised a concern that signage (and ticketing violators) may not be enough to prevent abuse, and that metering the spots may be the only way to make this work.

1hr Free Parking

All of the merchants that do daytime business would like to see 1 hour free parking during the day. Some bar owners would like to see this continue through "Happy Hour". For several merchants, implementing this is CRITICAL to offsetting the negative impact of closing College Main.

Parking Rates

All of the merchants were interested in seeing lower parking rates across the board, and especially lower at off-peak times. Generally the feeling was that the increase in rates over the last several years has significantly impacted their business.

We already know the City is not willing to decrease rates at peak periods as the garage is currently filling up. However, the City is installing a new system in the Parking Garage that will allow them better flexibility in rates during off peak periods. It will also allow for flexibility in payments during peak periods, such as allowing people to pre-pay a fixed rate. City Staff will be requesting a third party parking study be performed to consider changing rates. One option that may be considered is having higher rates at peak times for the surface lot in exchange for lower rates at off peak times.

Employee Parking:

Nearly all merchants expressed a strong desire for better employee parking options. Reasons cited included safety (cash carrying employees at 3am) and expense (difficult to retain lower wage employees with high parking costs). Various solutions were suggested by the merchants, including lower contract rates, discount cards, and negotiating with the Churches to allow employee parking.

June 24, 2010
Regular Agenda No. 2
Northgate Barricade Safety Project

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding ratification of a renewal of Contract 10-093 with N-Line Traffic Maintenance for the deployment and take down of Northgate pedestrian/traffic safety devices. The amount for the renewed contract will not exceed \$43,200 for the term of June 3, 2010 through August 29, 2010 at \$2,700 per week.

Recommendation(s): Staff recommends ratification of the first renewal of the contract.

Summary: This item is for the continuation of the temporary solution to provide Northgate pedestrian safety over the summer 2010 while a more permanent solution is being developed.

N-Line Traffic Maintenance was the successful bidder for a contract to provide traffic control for the Northgate Pedestrian Safety Project during the TAMU 2010 spring semester. This FY2010 renewal for the summer sessions is the first of two optional renewals of Contract 10-093 (P.O. 100393). The Northgate Pedestrian Safety Project supports Police Department efforts on Thursday, Friday and Saturday nights to provide for improved separation of pedestrian movement and vehicular traffic in Northgate. The contract provides for up to 16 weeks at \$2,700 per week. The Northgate Pedestrian Safety Project began during the Fall Semester of 2009 with a contract for \$48,000 with N-Line to close College Main and provide one-way traffic on Lodge and Patricia during high volume pedestrian and vehicular traffic on weekend nights from 10:00 p.m. to 2:00 a.m. The Police Department has requested continuation of the project during the summer as both pedestrians and drivers have become accustomed to the separation provided by the project on high density weekends.

Budget & Financial Summary: Funding for Contract 10-093 for the Northgate Pedestrian Safety Project is provided from the red light camera funds.

Attachments:

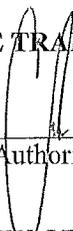
1. Renewal Letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 10-30 for Northgate Barrier Protection in accordance with all terms and conditions previously agreed to and accepted in an amount not to exceed \$43,200.00

I understand this renewal term will be for the period beginning June 3, 2010 through August 29, 2010.

N LINE TRAFFIC MAINTENANCE L.P.



Authorized Representative

5/5/10

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

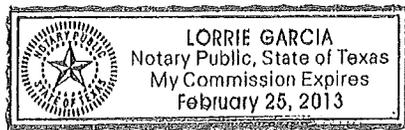
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 5 day of May, 2010,
by Carlos Escobar in his/her capacity as President of
N-Lite Tissue Management, a TEXAS Corporation, on behalf of said corporation.



Lorrie Garcia
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2010,

By _____, in his capacity as Mayor of the City of College Station, a
Texas

home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



*1101 Texas Avenue
College Station, TX 77840
WWW.CSSTX.GOV*

BID NO. 10-30

NORTHGATE BARRIER PROTECTION

BID OPENING DATE: MONDAY, JANUARY 11, 2010 @ 2:00 P.M. CST

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until Monday, January 11, 2010, at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, Buyer, Purchasing Services Division, (979) 764-3823. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

Bids are solicited for the purchase of Northgate Barrier Protection with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the City of College Station, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of College Station, Texas.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The City reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be fully completed.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act.

Delivery

All prices quoted shall be F.O.B. City of College Station. **No freight or delivery charges will be accepted unless shown on bid.**

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception. If submitting your bid online, please indicate exceptions in the "Note" section.

Length of Contract

This contract shall become effective from date of acceptance and approval by the City of College Station. It is anticipated that the contract will remain in effect for sixteen (16) weeks.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual written agreement of both parties, the contract may be renewed for up to two (2) additional one terms [three (3) total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the prices bid under the original contract may, by mutual agreement, be increased by no more than five percent (5%) of the original contract price. In the event a new

June 24, 2010
Regular Agenda No. 3
Rezoning for 529 William D. Fitch Parkway

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning 19.749 acres located at 529 William D. Fitch Parkway from R-1 Single-Family Residential and A-O Agricultural-Open to C-1 General Commercial, A-P Administrative-Professional, and R-4 Multi-Family.

Recommendations: The Planning and Zoning Commission considered this item at their May 20, 2010 meeting and voted 3-1 to recommend denial.

Staff also recommends denial based upon an analysis of the request against the rezoning criteria. With the request, Staff cannot ensure consistency with the Comprehensive Plan, compatibility with adjacent conforming uses, not all of the tract is suitable or believed to be suitable for rezoning at this time and the availability of adequate transportation facilities is questionable.

Staff could support the requested land uses if they were accompanied by a PDD request (as requested by Council in November 2008) that satisfactorily addressed the review criteria and the issues/concerns noted by Staff. Further, Staff could support the requested land uses if the rezoning were accompanied by conditions of approval that satisfactorily addressed the review criteria and issues/concerns noted by Staff. This approach, however, offers less flexibility to the applicant than a PDD and would likely not address all issues/concerns.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan Future Land Use and Character Map designates the subject tract as Urban and Natural Areas Reserved. The Comprehensive Plan describes Urban designations for a very intense level of development activity that tends to consist of townhouses, duplexes, and apartments. Within growth areas, an Urban designation may also permit commercial, office, business park, and vertical mixed uses. The subject area was intended to be located within a Growth Area on the Concept Map, which will be proposed to be corrected as part of the Annual Comprehensive Plan Review this summer. The Comprehensive Plan states that Natural Areas Reserved is for areas that represent a constraint to development that should be preserved for their natural function or open space qualities including areas of floodplain, riparian buffers, and for recreation facilities.

Prior to the adoption of the new Comprehensive Plan in May 2009, Council approved a land use amendment to the previous Comprehensive Plan in November 2008 for this tract and part of the adjacent Seaback tract. The change was from Single-Family Residential Medium Density and Floodplain and Streams to General Commercial, Office, and Residential Attached. In approving the request, Council stated that a Planned Development District (PDD) request was desired for the rezoning phase of development (see attached Council Minutes). In keeping with this Council action and to ensure consistency with the Comprehensive Plan, Staff requested that a PDD be sought with this rezoning request. The applicant, however, has stated that at this time they are unable to provide the detail required with a PDD, such as general building layouts and parking locations, etc, as there are no pending development plans for this property.

It is Staff's understanding that Council requested a PDD with its associated concept plan so that a number of important aspects could be addressed with the development of this tract that a "straight" zoning would not otherwise accomplish. Staff has further identified additional items that are applicable regarding a PDD:

- a) As stated in the Comprehensive Plan, it is City policy not to rezone Natural Areas Reserved designations (floodplains and greenways) for development. Though some floodplain is currently zoned R-1 Single-Family Residential, the proposed zoning would increase the intensity of uses and development in the floodplain. A PDD would show the location of the floodplain and where and what type of development would occur in relation to it.
- b) The project was initially proposed by the applicant as a mixed use development that would provide the opportunity to live, work, and play in the same area. A PDD would show how the uses are integrated together and how vehicular, bicycle, and pedestrian traffic is connected between the proposed uses. These connections are even more important considering this is an urban area planned for more intensive development. If not a PDD, the development will occur in isolated pods as areas develop separately. The UDO provides only a limited ability to integrate separate developments.
- c) The adjacent property to the east is a deed restricted wetlands mitigation area required by the U.S. Army Corps of Engineers as part of the development of the Crowley tract and has since been deeded to the City. This request shares a common boundary of almost a half mile with the wetlands mitigation area and intense development directly adjacent to it could be detrimental to its integrity and the purposes for which it was required. A PDD would specifically show how this tract would develop in a manner that is sensitive to the wetlands mitigation area.
- d) The Bicycle, Pedestrian and Greenways Master Plan shows a future multi-use path parallel to the adjacent creek and wetlands mitigation area. Given that development on the opposite side of the creek has likely precluded a path on that side, the multi-use path would be located on this side of the creek. Additional encroachment into the floodplain on this side may eliminate the potential for this path to be constructed in the future. A PDD would illustrate where the path could be located by ensuring it accommodated enough buildable area outside or at the outside edges of the floodplain for its construction and show how this development would connect to it.
- e) The previous Comprehensive Plan Amendment included the development of a larger commercial area in connection with a portion of the Seaback tract over to Victoria Avenue. This request does not include the Seaback portion and the proposed C-1 General Commercial area diagonally bisects the commercial area. As described previously, a PDD would show how these developments could be integrated together by providing public street, bicycle, and pedestrian connections between them.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Much of the property in the immediate vicinity is zoned as A-O Agricultural Open or for single family residential developments. The proposed zoning districts are more intensive which the Comprehensive Plan anticipates with the Urban designation. The Natural Areas Reserved with the adjacent deed restricted wetlands mitigation area is intended to both protect a sensitive natural resource and to provide a natural buffer between the proposed uses and nearby single family developments. However, the request could enable a high intensity of development not compatible with the mitigation area through encroachment into the floodplain.
3. **Suitability of the property affected by the amendment for uses permitted by the districts that would be made applicable by the proposed amendment:** As a result of the approval of the Comprehensive Plan Amendment in November 2008, the draft of the new Comprehensive Plan was amended to illustrate this area as an Urban designation along with the existing Natural Areas Reserved. The requested districts represent uses that the Comprehensive Plan anticipates as being suitable for this area over the 20-year plan horizon but not in the Natural Areas Reserved portion of the tract. Floodplain areas in the City already entitled for development by existing zoning can proceed by complying with applicable FEMA and City regulations. The practice of rezoning additional floodplain for development, however, does not comply with the goals and policies of the adopted Comprehensive Plan.

In addition to the physical suitability of the tract, the timing of the request also needs to be considered. As part of a City capital project, Victoria Avenue is being extended from its current termination south of Barron Road to William D. Fitch Parkway. The subject tract will not have access to Victoria Avenue until Castle Rock Parkway is continued across the adjacent Seaback tract. As such, this development will not have an easy interaction with the future high school site or other nearby developments until this occurs. In addition, there is a considerable amount of C-1 General Commercial in this area of the City. For example, when considering all four corners of the intersection of Williams D. Fitch Parkway and SH 6, there is over 300 acres is currently zoned C-1 General Commercial, which is an amount equivalent to the land area of four Post Oak Malls. While some of this area has begun to develop, it will take several years for the hundreds of the remaining acres to develop.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant states that the property has an irregular shape for single family development and is in proximity to the future Victoria Avenue and William D. Fitch Parkway intersection. The subject tract was rezoned to R-1 Single-Family Residential as part of a master planned development for the Crowley tract in 2002. Besides the Castle Rock subdivision, other developments such as Castle Gate, Sonoma, Edelweiss Gartens, and Southern Trace have developed along William D. Fitch Parkway (SH 40) and/or along creek and greenway corridors.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** Though rezoned to R-1 Single-Family Residential in 2002, this property is in proximity to the intersection of William D. Fitch Parkway and Victoria Avenue. It is anticipated that this will be a grade separated intersection in the future and would diminish the long-term value of this tract for single-family uses.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 8-inch and 24-inch waterlines along Castle Rock Parkway and William D. Fitch Parkway (SH 40), respectively. Sanitary sewer service may be provided via an existing 21-inch sanitary sewer line which crosses the tract. Drainage is generally to the northeast within the Spring Creek drainage basin. All utilities shall be designed in accordance with the BCS Unified Design Guidelines at the time of platting and site development.

A zoning Traffic Impact Analysis (TIA) was required and performed for this request based on the UDO requirement for any rezoning that will generate 150 trips in the peak hour threshold. This TIA analyzed two scenarios, one with the future Castle Rock Parkway connecting to Victoria Avenue across the Seaback tract and one scenario without the connection but instead with driveway access to William D. Fitch Parkway. The TIA results should be used by the Planning and Zoning Commission and City Council to discern potential traffic impacts of the rezoning on the surrounding transportation network, the availability of the transportation network infrastructure to serve the development, and to discern potential mitigation solutions. The concerns regarding the results of the TIA are as follows:

1. A ten-year build out was used for the analysis and the extent of that time period brings greater uncertainty to the analysis. A ten-year build out has not been utilized as part of other rezoning TIAs and Staff feels this time period is excessive in determining the impact on the transportation network by this development. A maximum five-year build out time frame for analysis is preferred.
2. With a ten-year build out, background traffic growth (traffic not attributed to the site) over that period causes multiple traffic movement failures at the intersection of Victoria Avenue and William D. Fitch Parkway with Level of Service (LOS) of F and E primarily northbound and southbound Victoria Avenue. The LOS is worse (both F) once traffic from this site is added. The TIA further analyzed the LOS with a traffic signal installed at the intersection of William D. Fitch Parkway and Victoria Avenue and LOS improved dramatically. The installation of the traffic signal issue for this intersection would have to be resolved. The TIA submitted as part of the new High School suggested that a traffic signal could be warranted at the intersection of Victoria Avenue and William D. Fitch Parkway.
3. The TIA illustrates that the site will generate 6,567 vehicles per day (VPD) which does not include background traffic generated by other sites. Castle Rock Parkway is a minor collector and according to the Bryan/ College Station Unified Design Guidelines, a minor collector has a capacity of 5,000 VPD. The build out the Castle Rock subdivision will generate 2,621 VPD based on the number of lots and utilizing the trip generation rates from the *Institute of Transportation Engineers Report*. Combining these two developments together, a total of 9,188 VPD would be generated. While not all of the trips will utilize Castle Rock Parkway, a PDD Concept Plan would better explain how the internal traffic network would address the impact. One TIA scenario has a connection of Castle Rock Parkway across the Seaback tract to Victoria Avenue and the other scenario has a driveway connecting from the development to William D. Fitch Parkway. Both scenarios did not include an internal collector roadway system to supplement Castle Rock Parkway volume capacity.
4. Recommendations as a result of the TIA would be that a traffic signal be located at the intersection at Victoria Avenue and William D. Fitch Parkway to bring LOS to acceptable levels. The connection Castle Rock Parkway to Victoria Avenue across the Seaback tract is vital for connectivity purposes and to relieve the traffic at the intersection of Victoria Avenue and William D. Fitch Parkway.

5. A driveway/or roadway accessing William D. Fitch Parkway would also be essential for connectivity purposes.
6. An additional minor collector (could be same roadway accessing William D. Fitch Parkway) within the site and stubbing out for a future connection north toward Southern Plantation would be necessary to break block length, for connectivity purpose and a route to relieve the pressures at the intersection of William D. Fitch Parkway and Victoria Avenue.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Planning & Zoning Commission Minutes – May 20, 2010
4. Ordinance

BACKGROUND INFORMATION:

NOTIFICATIONS

Advertised Commission Hearing Date: May 20, 2010
Advertised Council Hearing Dates: June 24, 2010

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Castle Rock HOA

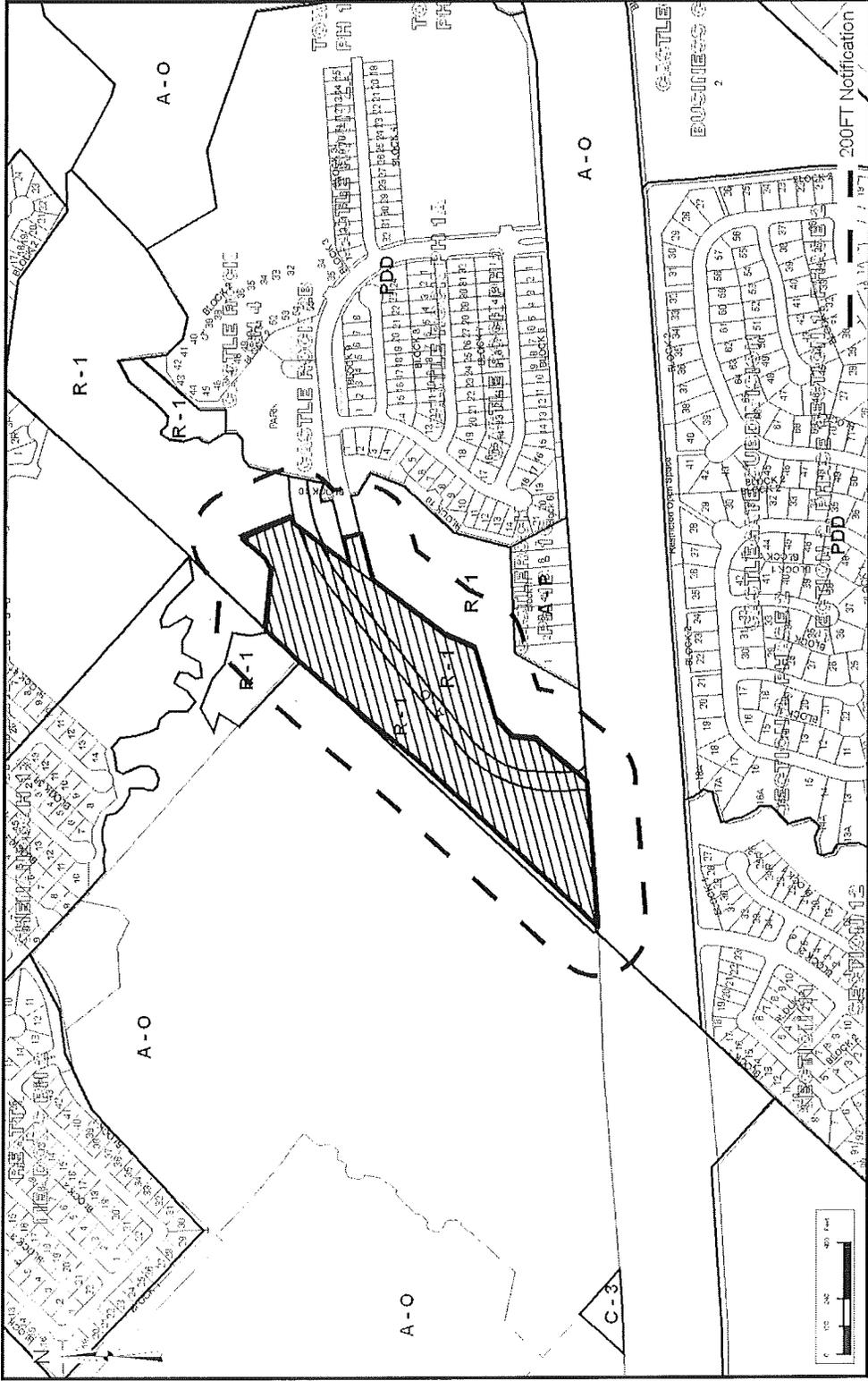
Property owner notices mailed: Five
Contacts in support: None
Contacts in opposition: Two
Inquiry contacts: None

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban and Natural Areas Reserved	A-O Agricultural Open and R-1 Single-Family Residential	Vacant
South	Thoroughfare – Freeway		William D. Fitch Parkway (SH 40)
East	Natural Areas Reserved	R-1 Single-Family Residential	Deed Restricted Wetlands Mitigatio
West	Urban	A-O Agricultural Open	Vacant

DEVELOPMENT HISTORY

Annexation: 1995
Zoning: A-O Agricultural Open (upon annexation); R-1 Single-Family Residential (2002)
Final Plat: Not platted
Site development: A landscaping building was constructed on the tract in 2001.



Zoning Districts

A - C	Agricultural Open	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - OR	Rural Residential Subdivision	M - 1	Light Industrial	NG - 1	Core Northgate
R - 1	Single Family Residential	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	C - U	College and University	NG - 3	Residential Northgate
R - 2	Duplex Residential	R & D	Research and Development	CV	Corridor Overlay
		P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		PDD	Planned Development District	KO	Kransak Tap Overlay



DEVELOPMENT REVIEW

CASTLEROCK

REZONING

Case: 10-020



	DEVELOPMENT REVIEW
CASTLEROCK	Case: 10-020
	REZONING



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
May 20, 2010, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Doug Slack, Paul Greer and Mike Ashfield

COMMISSIONERS ABSENT: Hugh Stearns, Tom Woodfin, and Scott Shafer

CITY COUNCIL MEMBERS PRESENT: Mayor Nancy Berry

CITY STAFF PRESENT: Senior Planner Jason Schubert, Graduate Civil Engineer Erika Bridges, Senior Assistant City Engineer Carol Cotter, Greenways Program Manager Venessa Garza, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Chairman Nichols called the meeting to order at 7:05 p.m.

Regular Agenda

6. Public hearing, presentation, possible action, and discussion regarding a Rezoning from R-1 Single-Family Residential and A-O Agricultural Open to C-1 General Commercial, A-P Administrative Professional, and R-4 Multi-Family for 19.749 acres located at 529 William D. Fitch Parkway. **Case #10-00500020 (JS)**

Senior Planner Jason Schubert presented the rezoning and recommended denial.

There was general discussion amongst the Commission regarding the multi-use path.

Chairman Nichols opened the public hearing.

Joe Schultz, 3208 Innsbruck, gave a history of the property and addressed concerns about the multi-use path. He stated that the Seaback property was intended to be included in the rezoning, but Mr. Seaback passed away.

There was general discussion amongst the Commission regarding the rezoning.

Commissioner Slack expressed concern about access onto William D. Fitch Parkway.

Wallace Phillips, 13720 Hopes Creek Road, expressed concern about the Traffic Impact Analysis that was performed. He stated that it did not look at the property as a whole.

Robert Rose, 3102 Walnut Creek Court, Bryan, Texas, asked where the nearest fire station is located.

Jason Schubert stated that the nearest fire station is located on Barron Road.

Chairman Nichols closed the public hearing.

There was general discussion amongst the Commission regarding the rezoning.

Commissioner Ashfield motioned to recommend approval of the rezoning. The motion failed because of the lack of a second.

Commissioner Slack motioned to recommend denial of the rezoning. Commissioner Greer seconded the motion.

Chairman Nichols expressed concern about the consistency with the Comprehensive Plan and the Seaback property not being included in the rezoning request. He also suggested that the applicant should follow the City Council's recommendation, which was rezoning the property to PDD Planned Development District.

Motion passed (3-1). Commissioner Ashfield was in opposition.

8. Adjourn.

Commissioner Greer motioned to adjourn the meeting. Commissioner Ashfield seconded the motion, motion passed (4-0).

The meeting was adjourned at 8:50 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" and "B".

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of June, 2010

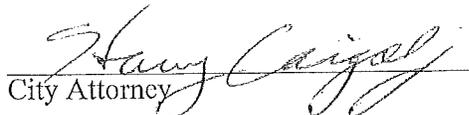
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following tract is rezoned from R-1 Single-Family Residential and A-O Agricultural Open to 8.28 acres of C-1 General Commercial (Tract 1), 5.639 acres of A-P Administrative Professional (Tract 2) and 5.83 acres of R-4 Multi-Family (Tract 3), also as shown graphically in Exhibit "B":

Tract 1 (C-1 General Commercial)

**TRACT 1
METES AND BOUNDS DESCRIPTION
OF A 8.280 ACRE TRACT OF LAND
OUT OF THE ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same 19.74 acre tract of land described in a deed to Greens Prairie Investors, Ltd., as recorded in Volume 7366, Page 294, of the Brazos County Official Records(B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

COMMENCING at a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for the north corner of said called 19.74 acre tract, also being a point on the southeast line of the Edward Froehling called 49.35 acre tract, as recorded in Vol. 4248, Page 144, of the B.C.O.R., also being a west corner of the City of College Station called 60.153 acre tract, as recorded in Vol. 6974, Page 241, of the B.C.O.R., and having a Texas State Plane Coordinate Value of X= 3,573,360.31(E), Y = 10,189,562.96 (N);

THENCE across said 19.74 acre tract South 42°43'26" West, a distance of 653.47 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for the **PLACE OF BEGINNING**, also being the north corner of this tract, also being on the southeast line of the Gary Seaback called 95.661 acre tract;

THENCE severing said 19.74 acre tract, South 3°08'13" East, a distance of 521.26 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for a southeast corner of this tract, also being on the northwest line of the City of College Station 10.416 acre tract, as recorded in Vol. 6974, Page 241, of the B.C.O.R.

THENCE along the common line between this tract and said 10.416 acre tract for the following calls:

South 47°17'22" West, a distance of 90.82 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 5°28'07" West, a distance of 100.09 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 39°39'40" West, a distance of 291.11 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for a southeast corner of this tract, also being the west corner of said 10.416 acre tract, also being a point on the north right-of-way line of State Highway 40(R.O.W. Varies from 410+), being a 62.965 acre tract as recorded in Vol. 3926, Page 85, of the B.C.O.R.;

THENCE along the common line between this tract and said right-of-way line of State Highway 40, South 85°15'14" West, a distance of 0.41 feet to a TXDOT ROW marker, which is a metal cap on 5/8" iron rod found for corner;

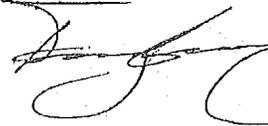
THENCE South 86°13'51" West, a distance of 640.25 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO – RPLS 1562" set for the west corner of this tract, also being a southeast corner of said Gary Seaback called 95.661 acre tract, from which a 5/8" iron rod found near a sign that is marked ROW bears S 86°13'51" W, a distance of 2.35 feet;

THENCE along the common line between this tract and said Seaback tract for the following calls:

North 42°49'38" East, a distance of 236.18 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

North 42°40'05" East, a distance of 801.11 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

North 42°21'39" East, a distance of 251.27 feet to the **PLACE OF BEGINNING** containing 8.280 acres.


Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
2010-02-18-Tract 1.doc
Monday, February 22, 2010



Tract 2 (A-P Administrative-Professional)

**TRACT 2
METES AND BOUNDS DESCRIPTION
OF A 5.639 ACRE TRACT OF LAND
OUT OF THE ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same 19.74 acre tract of land described in a deed to Greens Prairie Investors, Ltd., as recorded in Volume 7366, Page 294, of the Brazos County Official Records(B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

COMMENCING at a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for the north corner of said called 19.74 acre tract, also being a point on the southeast line of the Edward Froehling called 49.35 acre tract, as recorded in Vol. 4248, Page 144, of the B.C.O.R., also being a west corner of the City of College Station called 60.153 acre tract, as recorded in Vol. 6974, Page 241, of the B.C.O.R., and having a Texas State Plane Coordinate Value of X= 3,573,360.31(E), Y = 10,189,562.96 (N);

THENCE across said 19.74 acre tract South 42°44'58" West, a distance of 610.68 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for the **PLACE OF BEGINNING**, also being a northwest corner of this tract, also being on the southeast line of the Gary Seaback called 95.661 acre tract;

THENCE severing said 19.74 acre tract for the following calls:

North 86°44'39" East, a distance of 649.53 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for corner;

North 75°45'41" East, a distance of 152.25 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for the northwest corner of this tract, also being on the west line of part of the remainder of the 76.66 acre tract of land described in a deed to Greens Prairie Investors, Ltd, as recorded in Volume 7527, Page 214, of the Brazos County Official Records (B.C.O.R.);

THENCE along the common line between this tract and said 76.66 acre tract, South 9°37'02" East, a distance of 40.14 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for a southeast corner of this tract, also being a southwest corner of said 76.66 acre tract, also being a point on the north line of the City of College Station called 10.416 acre tract, as recorded in Vol. 6974, Page 241, of the B.C.O.R.;

THENCE along the common line between this tract and said 10.416 acre tract for the following calls:

South 75°45'41" West, a distance of 199.67 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 37°27'28" West, a distance of 383.68 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 24°08'01" West, a distance of 143.13 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 73°27'09" West, a distance of 317.77 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 47°17'22" West, a distance of 17.78 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for the south corner of this tract;

THENCE severing said 19.74 acre tract, North 3°08'13" West, a distance of 521.26 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for a northwest corner of this tract, also being a point on the southeast line of said Seaback tract;

THENCE along the common line between this tract and Seaback tract, North 42°21'39" East, a distance of 42.80 feet to the **PLACE OF BEGINNING** containing 5.639 acres.

Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
2010-02-18-Tract 2.doc
Monday, February 22, 2010



Tract 3 (R-4 Multi-Family)

**TRACT 3
METES AND BOUNDS DESCRIPTION
OF A 5.830 ACRE TRACT OF LAND
OUT OF THE ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same 19.74 acre tract of land described in a deed to Greens Prairie Investors, Ltd., as recorded in Volume 7366, Page 294, of the Brazos County Official Records (B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

BEGINNING at a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for the north corner of said 19.74 acre tract, also being the north corner of this tract, also being a point on the southeast line of the Edward Froehling called 49.35 acre tract, as recorded in Vol. 4248, Page 144, of the B.C.O.R., also being a west corner of the City of College Station called 60.153 acre tract, as recorded in Vol. 6974, Page 241, of the B.C.O.R., and having a Texas State Plane Coordinate Value of X= 3,573,360.31(E), Y = 10,189,562.96 (N);

THENCE along the common line between this tract and said 60.153 acre tract for the following calls:

South 84°17'08" East, a distance of 258.24 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

North 61°41'00" East, a distance of 63.26 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

North 39°32'28" East, a distance of 127.86 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 22°15'36" East, a distance of 231.42 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 64°46'47" West, a distance of 30.60 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

South 37°27'28" West, a distance of 297.28 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

North 75°46'04" East, a distance of 104.82 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner, also being a northwest corner of the remainder of the 76.66 acre tract of land described in a deed to Greens Prairie Investors, Ltd, as recorded in Volume 7527, Page 214, of the Brazos County Official Records (B.C.O.R.);

THENCE along the common line between this tract and said 76.66 acre tract, South 9°37'02" East, a distance of 40.14 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for corner;

THENCE severing said 19.74 acre tract for the following calls:

South 75°45'41" West, a distance of 152.25 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for corner;

South 86°44'39" West, a distance of 649.53 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" set for the west corner of this tract, also being a point on the southeast line of the Gary Seaback called 217.5 acre tract, as recorded in Vol. 2597, Page 186, of the B.C.O.R.;

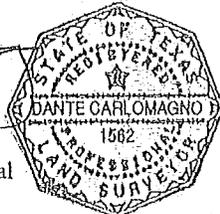
THENCE along the common line between this tract and said Seaback tract for the following calls:

North 42°21'39" East, a distance of 165.90 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner;

North 42°37'32" East, a distance of 232.18 feet to a 5/8" iron rod with an orange plastic cap marked "CARLOMAGNO - RPLS 1562" found for corner, from which a 1/2" yellow plastic cap marked "MCCLURE 5650" which is found for the south corner said Edward Froehling tract, also being the east corner of said Seaback tract bears S 45°00'31" W, a distance of 1.19 feet;

THENCE along the common line between this tract and said Froehling tract, North 43°11'17" East, a distance of 212.61 feet to the **PLACE OF BEGINNING** containing 5.830 acres.

Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
2010-02-18-Tract 3.doc
Monday, February 22, 2010



June 24, 2010
Regular Agenda No. 4
Annual Review of the Unified Development Ordinance and
Annual Review of the Comprehensive Plan

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on the Annual Review of the Unified Development Ordinance (UDO) and the Annual Review of the Comprehensive Plan.

Recommendation(s): Regarding the Annual Review of the UDO, the City Council should provide direction to staff to pursue the prioritized amendments or to pursue an amended prioritization list. Regarding the Annual Review of the Comprehensive Plan, the City Council should provide direction to staff to pursue the recommendations for needed actions, programs and procedures to be developed and implemented in the coming year, or to pursue an amended list of actions, programs, and procedures.

The Planning and Zoning Commission will consider this item at their regular meeting on June 17, 2010. Their recommendations will be available at the City Council meeting.

Summary: The annual review of the Unified Development Ordinance is required by the ordinance to provide for an on-going effort to keep the development codes of the City of College Station current and relevant. The last annual review was considered by City Council on July 9, 2009. Included as an attachment is a list of amendments to the UDO since the last review, pending amendments, potential amendments staff has prioritized for our future work program, and other potential amendments that have been identified, but not highly prioritized.

The UDO also calls for an annual review of the Comprehensive Plan, which was adopted by the City Council in May 2009. The Comprehensive Plan itself prescribes an annual progress report in which four issues should be considered:

1. Significant actions and accomplishments during the past year, including the status of implementation for each programmed task in the Comprehensive Plan;
2. Obstacles or problems in the implementation of the Plan, including those encountered in administering the land use and transportation aspects, as well as any other strategies of the Plan;
3. Proposed amendments that have come forward during the course of the year, which may include revisions to the individual Plan maps or other recommendations or text changes; and,
4. Recommendations for needed actions, programs and procedures to be developed and implemented in the coming year, including recommendation of projects to be included in the City's Capital Improvements Program, other programs/projects to be funded, and priority coordination needs with public and private implementation partners.

Budget & Financial Summary: N/A

Attachments:

1. **Annual Review of the Unified Development Ordinance**
2. **Annual Review of the Comprehensive Plan (To Be provided at Meeting)**

**2010 ANNUAL REVIEW
OF THE
UNIFIED DEVELOPMENT ORDINANCE**

Approved Amendments to the UDO since June 1, 2009

1. Planned Development District Restrictions Removed (July 23, 2009)

Article 5 District Purpose Statements and Supplemental Standards was amended to allow Planned Development Districts (PDDs) to guarantee specific building characteristics and apply additional development standards through the rezoning process. Since the existing zoning districts at the time of this amendment were consistently the most relevant tools for implementing the Comprehensive Plan, this amendment allows PDDs to be an effective tool to help College Station realize the goals of the Comprehensive Plan.

2. Wolf Pen Creek Signage (September 10, 2009)

Article 5 District Purpose Statements and Supplemental Standards was amended to allow projection signs on light poles on private property and affixed to buildings in the Wolf Pen Creek District. As with any proposed sign in the Wolf Pen Creek District, the Design Review Board is the final authority on the design and integration of the sign in the development.

3. Commercial Amusements in Light Commercial Zoning Districts (September 24, 2009)

Article 6 Use Regulations was amended to permit a Commercial Amusement to be located in a Light Commercial (C-3) zoning district with the approval of a Conditional Use Permit.

4. Outdoor Storage (September 24, 2009)

Article 7 General Development Standards was amended to allow retailers the option to identify outdoor display areas during the site planning process and limits the allowable area to no more than 10% of the floor area of the building or 2,500 square feet, whichever is less.

5. Parking Lot Screening (November 9, 2009)

Article 7 General Development Standards was amended to require the use of berms for parking lot screening for sites with more than 20,000 square feet of gross building area developing under the Non-Residential Architectural Standards. This does not include residential site development or site development in M-1, M-2, R&D, NG-1, NG-2, and NG-3 zoning districts. The amendment 1) requires a berm to be at least 3 feet tall to screen parking lots from the right-of-way, 2) provides for the option of a half-berm with a retaining wall on the parking lot side of a screening berm, 3) allows berm height to be lowered if plant material makes up the height to achieve a 3-foot screen or a masonry wall can be used for redeveloping sites with existing space constraints, 4) allows alternatives to be granted for tree-preservation where it may not be possible to build around an existing tree, and 5) provides for alternatives proposed by a registered Landscape Architect that uses the amended ordinance and Section 7.5 Landscaping as a guide.

6. Landscaping and Tree Protection (December 10, 2009)

Article 7 General Development Standards was amended to require new single-family and townhouse lots plant two trees of two-inch caliper or larger in the front yard. The amendment also provides greater point credit for trees that are designated to be preserved and barricaded during development and an additional point credit for landscape plans prepared by qualified landscape professionals.

7. Non-Residential Architectural Standards for City Industrial Facilities (February 25, 2010)
Articles 7 General Development Standards and 11 Definitions were amended to exempt municipal facilities of an industrial nature such as a wastewater treatment plants or electrical substations from the Non-Residential Architectural (NRA) Standards.
8. Hotel/Motel as an Acceptable Use with a Country Club (April 22, 2010)
Article 6 Use Regulations was amended to permit a hotel associated with a country club as a conditional use within A-O Agricultural Open and A-OR Rural Residential Subdivision zoning districts. A maximum number of 15 guest rooms will be allowed for this type of use.

Pending Amendments to the UDO

9. Permanent storage container area screening and permitting (to Council June 24)
As more businesses explore storage containers as permanent solutions to their inventory space needs, Staff has realized that some flexibility in the screening requirements would be beneficial. Planning would like to amend the portable storage structures regulations to adjust screening requirements when visibility of the permanent container area is limited. Council discussion in January re: permitting.
10. Sidewalk Fund (to Council July 8)
The Subdivision Regulations in the UDO require that sidewalks be provided on all streets except for cul-de-sacs (where they may still be required if needed for pedestrian connectivity). In response to an increasing number of sidewalk variance requests, the Planning & Zoning Commission requested that staff pursue an amendment that would allow a developer, with the P&Z's permission, to pay into a "sidewalk fund" (similar to the parkland dedication fund) in lieu of building a sidewalk during development.

Below are proposed amendments that staff believes should be prioritized. While staff and the development community have identified several changes they believe will make regulations more clear and effective, staff and budgetary resources limit the amount of amendments that can be prepared in one year. The amendments below are those either near completion or are essential elements in reaching the goals of a newly adopted Comprehensive Plan.

11. Phase II of the Subdivision Regulations Update (summer 2010)
The first phase of the update to the Subdivision Regulations was to align them with the requirements of the TEXAS LOCAL GOVERNMENT CODE and to integrate them into the Unified Development Ordinance. The second phase will be to update the regulations, which have not been considered comprehensively for update since their inception in the 1970s, and align the regulations with the goals of the Comprehensive Plan. This amendment is anticipated to be before the P&Z and City Council for consideration this summer.
12. Phase III of the Subdivision Regulations Update (summer/fall 2010)
The last phase of the subdivision regulations update will be to take more complex regulations and policy issues on an amendment-by-amendment basis so that due consideration may be given. The P&Z has already begun discussions of some issues such as connectivity and how regulatory items such as block length affect it. Other items to be discussed include: parent tracts; plat expirations; sidewalks, multi-use paths, and access ways; greenways; adequate public facilities; where "Platting in Older Subdivisions" should be applied; rough proportionality; development agreements; oversize participation; non-City

utility providers; street projections; the number of lots off of one or more access points; streetscaping; gated subdivisions; single family high density standards; perimeter streets; clustering; fencing along thoroughfares; anti-monotony regulations; inter-local agreements; and context sensitive design.

13. Zoning Districts (fall 2010)

In order to implement the land uses as designated in the Comprehensive Plan, ordinance amendments for new zoning districts to reflect General Suburban, Residential Suburban, Suburban Commercial, Urban, and Urban Mixed Use land uses will be proposed. Staff has worked diligently over the past year researching, debating, testing, and creating a proposal for a new zoning plan that will reflect the intentions of the unique land uses and area characters reflected in the Comprehensive Plan. The proposal will address appropriate residential densities and how uses may be successfully mixed.

14. High Density Single Family Development Standards (summer/fall 2010)

Through numerous venues (e.g., the Strong and Sustainable Neighborhoods Initiative, P&Z and Council meetings), the need for a new set of standards for high density single family has been discussed. Ways to regulate the needs of high density housing will be proposed through subdivision and zoning regulations.

15. Recreational vehicle (RV) parks (summer 2010)

Currently, new RV parks may not develop in the City. During last year's annual review, at the request of a current manufactured home/RV park business owner, the City Council gave Staff direction to pursue an amendment that would allow such a use. Planning has been working on the amendment and anticipates bringing it forward for consideration within a few weeks.

16. Landscaping/xeriscaping (summer 2010)

A local landscape architect had expressed the desire that the City's planting lists be updated to allow by right vegetation that may not be within our USDA Hardiness Zone, but has shown over time to work well in the community. Staff is currently surveying local landscape architects, including those on staff, about their experiences with plantings that have been used and their successes and failures. The College Station Plant List will be updated in June after the results of the survey have been reviewed.

The same landscape architect and City Staff have also expressed an interest in making xeriscaping easier for developers in College Station. Xeriscaping may currently be permitted when the landscaping plans have been created and stamped by a landscape architect. While environmentally sensitive, the incentivization of xeriscaping will require a paradigm shift from the accepted landscaping aesthetic. The survey mentioned above also includes questions about the demand for xeriscaping services and the perceived acceptance of xeriscaping by the public from a service provider's standpoint. A discussion amongst policy makers is warranted to determine if such a change to landscaping is desired.

17. CSISD exceptions (summer 2010)

In March 2010, the City and CSISD agreed to a level of City of College Station development processes and standards that CSISD projects would adhere to. In the past, CSISD generally complied with City regulations regarding health and life safety, but a recent opinion from the Attorney General of Texas affirmed the authority of a home rule city to also enforce land development regulations on an independent school district for the purpose of aesthetics

and the maintenance of property values. It is proposed that the UDO be amended to reflect the terms of the agreement.

Other amendments that were identified, but not prioritized

Below are items identified for eventual amendment, but because of the low demand for change, these are believed to be lower priorities against the body of proposals and requests that currently exist.

18. Temporary leasing offices for multi-family

On several occasions, temporary leasing offices have been requested for multi-family developments on unplatted properties that are part of planned development projects, but not on the apartment communities' land. An amendment would codify the interpretation staff has made to allow for such temporary uses.

19. Off-street parking standards

The Planning and Zoning Commission has listed the evaluation of off-street parking standards on their Plan of Work. The UDO combined the parking ratios for related land uses in an effort to simplify parking requirements in 2003, but it has been questioned if breaking the requirements back down by more specific land uses would reduce the amount of impervious cover being developed as parking lots. The Commission also wished to discuss the possibility of implementing parking maximums.

20. Overlay District Signs

The overlay district sign regulations have been in place for approximately 18 years, with minor amendments made with the adoption of the UDO. These regulations restrict the sign colors permitted to no more than three colors with black and white not considered as colors unless requested to be so by the applicant. It further requires that one of the colors must match the predominant colors of the building. Finally, it limits the sign fonts to no more than two lettering styles. Staff believes that the regulations affecting sign size and height have a much greater impact than those restricting sign colors and fonts. In an effort to relieve some regulation while maintaining a consistent element of visual quality, staff would like to amend the OV regulations to remove the restrictions on sign colors and fonts.

21. Commercial Amusements definition to include special event rental uses

Staff has identified the need to amend the Commercial Amusements use type definition to include special event rental uses that do not derive 75% or more of their gross revenue from the on-premise sale of alcoholic beverages.

22. Home Occupations

While taxi operations may be illegal home occupations, enforcement of the regulations has been difficult when complainants do not wish to testify as to the activities. An amendment to the home occupation regulations that restrict/prohibit taxi operations and adds an amortization clause may help resolve issues related to these commercial activities.

23. Preliminary Plat expirations

As a slowed economy has slowed home development, it may be beneficial to residential subdividers/developers to have the expiration of preliminary plats temporarily extended. This was requested by a developer, but staff has not researched active preliminary plats on file to determine the need for this amendment.

24. Landscaping bonds

When the development of a project nears completion and a Certificate of Occupancy or Certification of Completion is requested, all approved landscaping and irrigation must be completed, or a bond or letter of credit in the amount of 150% of the landscape/streetscape bid submitted. Groundcover has not been covered in the bonding process, but typically staff agrees to a temporary certificate of occupancy until grasses have taken over all areas disturbed by construction. On occasion, a contractor or developer wishes to receive a full CO or CC that has all landscaping and streetscaping, but does not have established groundcover. An amendment could allow a bond for groundcover only to reach a full CO/CC in certain situations.

25. Redevelopment of non-conforming structures

The UDO requires that virtually all new construction meet current codes. Tornados and fires in recent years have challenged the appropriateness of requiring all non-conformities to reach current development standards. An ordinance amendment could define what may be replaced as a result of damage by an "act of God".

26. Northgate two-story requirement

The development regulations for Northgate require that all buildings constructed after the adoption of the Northgate ordinance be a minimum of two stories. A waiver from this requirement is possible when the building is only going through façade renovations, but height requirements do not apply to façade-only projects. An amendment could delete this inconsistency and help make the regulations more clear.

27. Amendments related to a new Bicycle, Pedestrian, and Greenways Master Plan

A number of amendments will be necessary to implement the vision of a newly adopted Bicycle, Pedestrian, and Greenways Master Plan.

28. Amendments related to the Central College Station Neighborhood Plan

If adopted, the new neighborhood plan will require several amendments to help implement the strategies of the plan. This would include a new overlay zoning district for undeveloped commercial properties that abut single family residences.

29. Historic Preservation Ordinance amendment

When the historic preservation enabling ordinance was adopted, it provided that all Historic Preservation Overlay zoning districts would follow the Secretary of Interior's Standards for Rehabilitation. An amendment could allow for the adoption of a specific set of guidelines with a rezoning that follow the Standards for Rehabilitation, but that are specifically tailored to the architectural styles located in the district and that reflect the preservation values of the property owners.

30. Amendments related to a possible Bio-Medical Corridor

Depending on the amount and type of support the City Council wishes to provide to the concept of a Bio-Medical Corridor as proposed by the Research Valley Partnership, staff may need to become engaged in the development of a plan and regulations to help the vision be reached.

31. Building Plot

The current definition of building plot is subject to interpretation and becomes a negotiation between staff and developers, especially on larger projects. A clearer definition could remove ambiguity so that all have a clear understanding of the project's expectations, which

is important as many contractual decisions are being made before staff becomes engaged in a project's review.

32. Non-Residential Architectural Standards

In accordance with direction given during last year's annual review, Staff proposed an ordinance amendment to the P&Z in January to help expand the list of architectural features allowed by right on commercial buildings. A discussion with architects of the merits of the ordinance overshadowed the proposal during the public hearing. Because of the policy implications involved, it was decided that the amendment would be put aside until the P&Z and City Council could confirm or clarify their policy as it pertains to the regulation of commercial building aesthetics.

June 24, 2010
Regular Agenda No 5
Comprehensive Plan Land Use Amendment
for 3100 Haupt Road

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Land Use Amendment of 92.58 acres from General Suburban to Urban for the property located at 3100 Haupt Road, generally located between Old Wellborn Road and Jones-Butler Road, north of the terminus of General Parkway

Recommendations: The Planning and Zoning Commission considered this item at their June 3, 2010 meeting and voted 5-0 to recommend denial.

Staff also recommends denial of the proposed request as it is not consistent with the goals and strategies of the Comprehensive Plan in that it will likely undermine the ability of the surrounding area to develop in accordance with the Comprehensive Plan and add pressure that they also develop in Urban density and intensity. With the information available, it is not known if the planned sanitary sewer system and thoroughfare plan are adequate to serve the proposed request and the adjacent areas as they develop.

Summary: The Comprehensive Plan provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area or the City:** The subject tract and immediately surrounding area have been identified as General Suburban on the Comprehensive Plan Future Character and Land Use Map and part of Growth Area V on the Concept Map. The applicant has stated the General Suburban designation is no longer appropriate because there are areas to the north and south that are designated as Urban. These designations are as the Comprehensive Plan was adopted in recognition of existing and future land uses that would be appropriate in this area of the City. In communication with the applicant, the stated intent is to develop single family, townhouses, and commercial uses on almost 110 acres of the tract. As mentioned later, the existing General Suburban designation with Growth Area V envisions these types of uses but not at the density and intensity desired by the applicant. There has not been a change in the conditions in the subject area that would necessitate the proposed change to occur.
2. **Scope of the request:** Given the size and scope of request, it will have a significant impact on the intensity of uses and potential density of the area. The General Suburban area in which this tract is a part of is approximately 230 acres in area. This request is located in the center of the General Suburban area and a change of more than 90 acres to an Urban designation will adversely affect the ability of surrounding properties to develop with a General Suburban character in accordance with the Comprehensive Plan and will likely cause additional market pressure for them to develop in an Urban intensity as well. Due to these and other implications discussed below, this request

should be considered as part of a much larger study area that would include at least the surrounding Growth Area V as identified on the Comprehensive Plan Concept Map. The scope of this type of study may be appropriate as part of the annual Comprehensive Plan review and could have larger implications that warrant incorporation into the five-year Comprehensive Plan update to further study the impact on infrastructure.

3. **Availability of adequate information:** Based on the timing of the request and the limited information available, there is not adequate information available to fully evaluate the implications of the request at this time. The request will increase the allowable density and intensity of development in this area of the City and the infrastructure implications needs to be further studied. As stated below, there are questions regarding the capacity of the sanitary sewer system to serve the increased density proposed by this request. The Water and Waste Water Master Plan is currently in progress but not anticipated to be complete until the end of the summer or early fall of this year. As part of the application, a traffic impact analysis (TIA) was submitted. The TIA, however, performed a rezoning level analysis by evaluating the level of service of the existing road network as a result of the proposed development. To know the full traffic impact on the existing Thoroughfare Plan, the analysis would also need to evaluate if the existing and planned thoroughfares are adequate to handle the increased demand that would result from all possible proposals that could result from the proposed change in the land use intensity.
4. **Consistency with the goals and strategies set forth in the Plan:** The proposed amendment is not consistent with established goals and strategies set forth in the Plan as this request does not establish or protect a distinct boundary between character areas. The proposed Urban infiltrates the center of a General Suburban area. As this area is identified as a Growth Area V on the Comprehensive Plan Concept Plan, a future neighborhood, district, or corridor plan is not anticipated for this area.
5. **Consideration of the Future Land Use & Character and Thoroughfare Plans:** The subject tract is designated as General Suburban on the Comprehensive Plan Future Character and Land Use Map and as part of Growth Area V on the Concept Map. General Suburban is intended for areas of moderately intense level of development activities. The General Suburban area of Growth Area V states that the area anticipates high-density single-family lots, townhouses, duplexes, suburban or neighborhood commercial, and office. Uses other than single family are to incorporate design criteria such as minimum open space, floor-to-area ratios, and buffer yards so that the more intense uses are compatible with a single family environment and character. General Suburban areas are anticipated to have a maximum residential density of eight units per acre.

The proposed Urban designation is for very intense level of development activity. These areas tend to consist of townhouses, duplexes and high-density apartments. As this tract is located in a growth area, general commercial, office, business park, and vertical mixed use may also be considered. While the General Suburban designation anticipates a maximum density of eight units per acre, Urban allows for a higher density likely being at least 12 units per acre or more. The applicant states as a basis for the request that there is continued demand for townhomes and student residences near Texas A&M University. Staff agrees that it is ideal to locate student developments closer to the university campus so that additional traffic demands could be minimized further from the University and to provide increased efficiencies in the transportation infrastructure by allowing more multi-modal opportunities with transit, bicycle and pedestrian facilities. The Comprehensive Plan already identifies a considerable amount of Urban and Urban Mixed Use areas closer to the University to meet the demand for student-oriented

development. In addition, townhomes are an allowable use in the existing General Suburban of Growth Area V that is currently designated on this tract.

The Thoroughfare Plan identifies portions of three 2-lane minor collectors on the subject tract. Deacon Drive is planned to extend across the railroad and continue to the west. General Parkway is planned to continue to the north, eventually to Jones-Butler Road. Another minor collector is also anticipated to provide additional north-south connectivity in the area. Each of these collectors is planned for a suburban context not the urban context being requested. These thoroughfares were planned for a traffic demand generated by a suburban density not an increased demand that urban density would allow. This will be discussed further in the infrastructure section below.

6. **Compatibility with the surrounding area:** As stated previously, this request is located in the center of a General Suburban area that is approximately 230 acres in size. The proposed Urban will have an impact on the surrounding area as it leaves smaller General Suburban islands that will be more difficult to develop with General Suburban character and uses. This will likely cause additional market pressure for these adjacent tracts to develop in Urban intensity as well. The eastern part of the subject area, toward the Union Pacific Railroad, is not ideal for single-family detached development. The Comprehensive Plan anticipates this market constraint as the Growth Area V designation already allows for non-residential uses such as suburban or neighborhood commercial and offices or higher density residential such as townhomes or duplexes.
7. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** The subject tract is not located within the City of College Station water service area. Water service (domestic & fire demands) will be provided by Wellborn Water SUD and will be required to meet the minimum requirements as set by the City's Water Design Guidelines.

The subject tract is located adjacent to a 12-inch sanitary sewer main, which runs along the eastern property line. The tract is located in the Steeplechase Sanitary Sewer Impact Fee Area. The Steeplechase Sanitary Sewer Main and subsequent impact fee area was designed and constructed to serve this tract based on the previous Comprehensive Plan Land Use Map which designated much of the area as Single-Family Residential Medium Density. The proposed Urban designation allows for multi-family, general commercial, and business park uses that will increase the demand on this system. Preliminary analysis of this area has identified that the existing sanitary sewer infrastructure cannot support the increased sanitary sewer demand from the increased density allowed by the proposed Urban designation.

The subject tract is located in the Bee Creek Tributary "B" drainage basin. Development of the subject tract will be required to meet the requirements of the City's Storm Water Design Guidelines. There is not a FEMA designated Special Flood Hazard Area encroaching the subject property.

The subject tract is located adjacent to Jones-Butler Road, a (future) four-lane suburban major collector and Old Wellborn Road, a local street to the east. Three two-lane suburban minor collectors bisect the tract and will be constructed with its development: the east-west Deacon Drive extension, the north-south General Parkway extension and an un-named north-south minor collector between General Parkway and Jones-Butler Road. The applicant's TIA states approximately 15,212 trips per day would be generated with the proposed development. According to the BCS Unified Design Guidelines, a minor collector is designed to carry a maximum of 5,000 trips per day. As

such, the ability of these planned thoroughfares to meet transportation demand of this development along with that of the neighboring developments these thoroughfares will serve is in question.

In meetings with the applicant, concerns have been expressed regarding the obligations this tract will have on the future Deacon Drive railroad crossing. It is anticipated that the Deacon Drive railroad crossing will replace the existing Cain Road crossing. This request allows for an increase in density of residential uses and an increase in intensity of non-residential uses. With the proposed request, the Deacon Drive railroad crossing becomes more vital to serve the transportation demands of this area of the City.

8. **Impact on the City's ability to provide, fund, and maintain services:** Additional infrastructure will be required to meet the demands the proposed request places on this area of the City. As the Water and Waste Water Master Plan is not yet complete, it is unknown of the full impact this proposed increase density will have on the sanitary sewer system or the ability of other tracts to develop if this tract consumes a larger proportion of the sewer capacity that was planned to serve a greater area. In addition, the TIA provided does not study the existing Thoroughfare Plan to evaluate if it can handle the increased traffic demand resulting from the request in relation to the full build-out of this area.
9. **Impact on environmentally sensitive and natural areas:** There are not been any areas in the tract that have been identified as Natural Areas Reserved on the Comprehensive Plan Future Character and Land Use Map. Reaches of the Bee Creek Tributary "B", however, have been identified on the Bicycle, Pedestrian and Greenways Master Plan as Suburban Greenway. The primary functions of these areas are to provide for flood control, recreation, and transportation, as well as to serve economic and aesthetic purposes. Suburban greenways also provide opportunities for connections between neighborhoods and surrounding neighborhood commercial uses, offices, parks, and schools. Though at this point no floodplain has been identified on the tract, there are opportunities to link the future neighborhoods with park and school facilities that will likely occur in the area.
10. **Contribution to the overall direction and character of the community as captured in the Plan's vision and goals:** The proposed amendment does not further the Comprehensive Plan's vision and goals. If approved, the request significantly increases the density and intensity of uses allowable on this tract. The effect of this change may compromise the ability to provide adequate sanitary sewer service for all tracts in this area of the City. It is also likely have an adverse effect on the suburban character and nature of the adjacent tracts to develop in accordance with the Comprehensive Plan.
11. **Further Planning:** As the Water and Waste Water Utility Master Plan is not yet complete, the full impact that the proposed request will have on the City's ability to provide adequate sanitary sewer for this portion of the City is not yet known. It is possible that sufficient capacity is currently available for the proposed request but with the increased demand, it will likely cause that other tracts in the area will not be able to be served without additional capital projects.

Budget & Financial Summary: N/A

Attachments:

1. Background Information

2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – June 3, 2010
4. Ordinance

BACKGROUND INFORMATION:

NOTIFICATIONS

Advertised Commission Hearing Date: June 3, 2010

Advertised Council Hearing Dates: June 24, 2010

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Suburban	A-O Agricultural Open	Vacant
South	General Suburban	R-3 Townhouse; R-1 Single-Family Residential; A-O Agricultural Open	The Barracks townhomes; Williams Gate subdivision; Duplexes and Manufactured Home
East	---	---	Old Wellborn Road & Union Pacific Railroad
West	General Suburban; Thoroughfare - 4-Lane Major Collector;	A-O Agricultural Open; ---	Vacant; Jones-Butler Road

DEVELOPMENT HISTORY

Annexation: 2002

Zoning: A-O Agricultural Open (upon annexation)

Final Plat: Not platted

Site development: A single-family residence and accessory agricultural buildings



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
June 3, 2010, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Doug Slack, Paul Greer and Mike Ashfield, and Hugh Stearns

COMMISSIONERS ABSENT: Tom Woodfin and Scott Shafer

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Lindsay Kramer and Jason Schubert, Staff Planners Lauren Hovde, Matt Robinson, and Matthew Hilgemeier, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Greenways Program Manager Venessa Garza, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, City Engineer Alan Gibbs, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Chairman Nichols called the meeting to order at 7:00 p.m.

Regular Agenda

10. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Plan Land Use Amendment of 92.58 acres from General Suburban to Urban for the property located at 3100 Haupt Road, generally located between Old Wellborn Road and Jones-Butler Road, north of the terminus of General Parkway. **Case # 10-00500071 (JS)**

Senior Planner Jason Schubert presented the Comprehensive Plan Land Use Amendment and recommended denial.

There was general discussion amongst the Commission regarding the amendment.

Chairman Nichols opened the public hearing.

Wallace Phillips, applicant, stated that sewer is the only infrastructure that the City will have to provide and he is willing to pay impact fees to fix the sewer issues. He also said that R-1 Single-Family Residential would not be a viable development.

Ken Tripp, 1393 Seamist Lane, College Station, Texas, expressed concern about drainage problems in the area.

Joe Schultz, engineer, invited Mr. Tripp to attend a meeting that Mr. Phillips and he were having with City Engineer Alan Gibbs.

Chairman Nichols closed the public hearing.

Commissioner Stearns motioned to recommend denial of the Comprehensive Plan Land Use Amendment. Commissioner Greer seconded the motion.

Chairman Nichols and Commissioners Stearns, Greer, and Slack expressed concern about making such a substantial change to the newly adopted Comprehensive Plan.

The motion passed (5-0).

13. Adjourn.

Commissioner Greer motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (5-0).

The meeting was adjourned at 10:50 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE AND CHARACTER MAP, FOR THE AREA LOCATED AT 3100 HAUPT ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Comprehensive Plan Future Land Use and Character Map" as set out in Exhibits "A" and "B", for the identified area and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of June, 2010.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

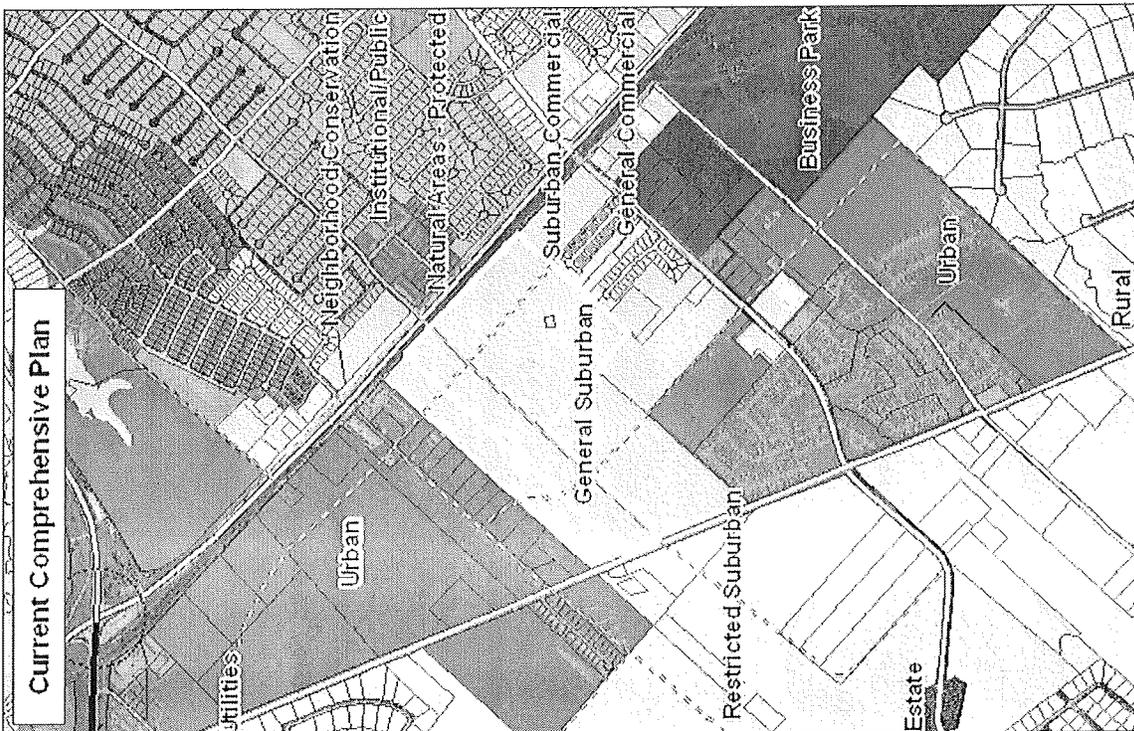
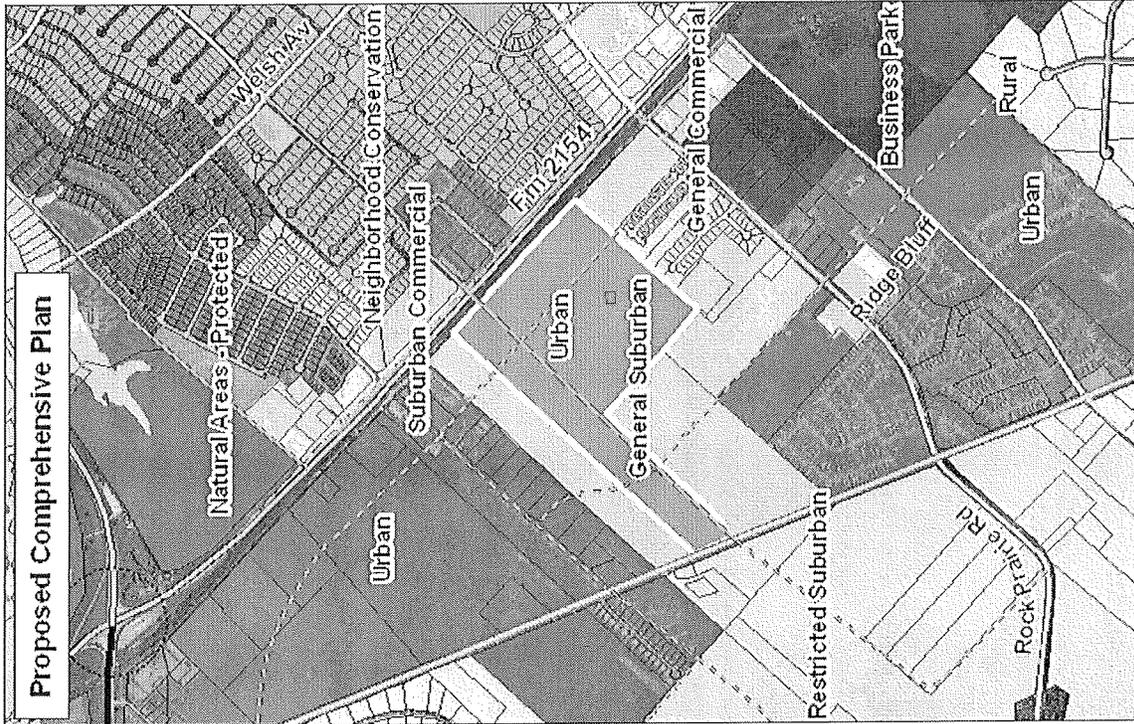
EXHIBIT "A"

AMENDED AREA OF FUTURE LAND USE AND CHARACTER MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the Future Land Use and Character Map as follows:

The 92.58 acres generally located at 3100 Haupt Road, generally located between Old Wellborn Road and Jones-Butler Road/Holleman Drive South and north of the current terminus of General Parkway, is amended from General Suburban to Urban, as shown on the attached Exhibit "B" and Exhibit "C".

EXHIBIT "B"



June 24, 2010
Regular Agenda No. 6
Pasler Street Parking Removal

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking on one side of Pasler Street.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: Pasler Street is a 21 foot wide residential street that extends from Lincoln Avenue to Banks Street. Due to the narrowness of the roadway combined with the heavy on-street parking, the ability of an emergency vehicle to drive down the street is difficult and usually impossible.

The city's Traffic Management Team discussed this item and recommends that parking be removed from the west side of the street. City staff visited with residents in the area and received supportive comments.

Letters were mailed to everyone who owns property adjacent to the proposed NO PARKING area to notify them of tonight's public hearing.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4(E)(1), SCHEDULE XII ,TO INCLUDE PROHIBITING PARKING ON THE WEST SIDE OF PASLER STREET; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That Chapter 10, "Traffic Code" Section 4 (E)(1), Schedule XII, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

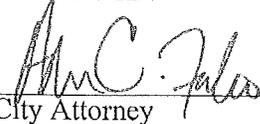
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory - Schedule XII as referenced in Chapter 10, "Traffic Code", Section 4(E)(1), Schedule XII, "Administrative Adjudication of Parking Violations," is hereby amended to include the following:

Pasler Street – No Parking on the east side of Pasler Street beginning at the intersection with Lincoln Avenue and extending to the intersection with Banks Street.



June 24, 2010
Regular Agenda No 7
Steeplechase Subdivision Parking Removal

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along the streets in the Steeplechase Haven Subdivision.

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: Steeplechase is a residential subdivision located along Navarro Drive between Wellborn Road and Welsh Avenue. Due to the higher density land usage in this subdivision, on-street parking along the streets is such that it is difficult for an emergency vehicle to travel through.

The city's Traffic Management Team discussed this item and recommends that parking be removed from one side of the street. To further improve emergency response time, the team recommends that the parking be removed from the fire hydrant side of the street.

Letters were mailed to everyone who owns property adjacent to the proposed NO PARKING areas to notify them of tonight's public hearing.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4(E)(1), SCHEDULE XII TO INCLUDE PROHIBITING PARKING ON PINTAIL LANE, PHEASANT LANE, PRONGHORN LANE, ANTELOPE LANE, TRACE MEADOWS, AXIS COURT, PRONGHORN LOOP, AND PINTAIL LOOP; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 10, "Traffic Code", Section (E)(1), Schedule XII of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

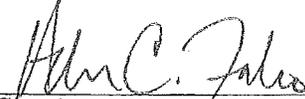
APPROVED:

ATTEST:

MAYOR

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory - Schedule XII as referenced in Chapter 10, "Traffic Code", Section 4 (E)(1), Schedule XII, "Administrative Adjudication of Parking Violations," is hereby amended to include the following:

Pintail Lane – No Parking on the west side of Pintail Lane from the intersection with West Ridge Drive to the intersection with Navarro Drive.

Pheasant Lane – No Parking on the east side of Pheasant Lane from the intersection with West Ridge Drive to the intersection with Navarro Drive.

Pronghorn Lane – No Parking on the west side of Pronghorn Lane from the intersection with West Ridge Drive to the intersection with Navarro Drive.

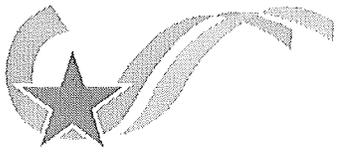
Antelope Lane – No Parking on the west side of Antelope Lane from the intersection with West Ridge Drive to the intersection with Pronghorn Loop.

Trace Meadows – No Parking on the west side of Trace Meadows from the intersection with West Ridge Drive to the intersection with Pronghorn Loop.

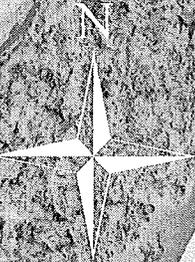
Axis Court – No Parking on the west side of Axis Court from its most northern end to the intersection with Pronghorn Loop.

Pintail Loop – Beginning at the most northern intersection of Pintail Loop and Navarro Drive, No Parking on the west side of the street until the street makes a corner. At this point, there is No Parking on the north side of the street until the street makes another corner. From this point until the most southern intersection of Pintail Loop and Navarro Drive, No Parking on the east side of the street.

Pronghorn Loop – Beginning at the most northern intersection of Pronghorn Loop and Navarro Drive, No Parking on the west side of the street until the street makes a corner. At this point, there is No Parking on the north side of the street until the street makes another corner. From this point until the most southern intersection of Pronghorn Loop and Navarro Drive, No Parking on the east side of the street.



CITY OF COLLEGE STATION
Home of Texas A&M University®



June 24, 2010
Regular Agenda No 8
Unified Development Ordinance Amendment –
Section 6.4.E Portable Storage Structures

To: Glenn Brown, City Manager

From: Bob Cowell, AICP, Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, "Unified Development Ordinance," Section 6.4.E, "Portable Storage Structures" of the Code of Ordinances of the City of College Station, Texas related to the permitting, placement and screening of portable storage structures.

Recommendation(s): At their June 3rd meeting, the Planning & Zoning Commission unanimously recommended approval with the condition that the proposed language for screening of containers permanently placed on non-residential property be reworded. Staff agrees with the Commission's recommendation and has adjusted the proposed ordinance accordingly.

Summary: A part of the proposed amendment was identified as part of the Annual UDO Review in June 2009. At the January 28, 2010 Council Workshop, Staff was also given direction to revisit this Section and explore the possibility of not requiring a permit for an initial period of time when a storage container is placed temporarily on residential property.

The current ordinance limits temporary placement of up to 28 days on residential property and 45 days on non-residential property through an approved permit. The proposed revisions do not require a permit for first 14 days a storage container is located on residential property. An extension of up to 14 additional days is allowed through obtaining a permit. In reviewing the language, Staff also is proposing a couple of minor language revisions regarding applicable setback and screening requirements for non-residential property.

As background, portable storage structures are generally shipping containers that are rented and commonly used as seasonal storage of excess inventory or as additional storage space for non-residential uses. This type of structure has also been utilized for residential moves or other residential storage purposes. In addition, they are commonly used in the storage of equipment or material during the construction or remodeling of a site. This Section was originally approved by Council in June 2006 as part of the Annual UDO Review. Revisions were approved by Council in May 2007 to further refine the Section by adding appropriate exemptions and providing a permit process for the temporary placement of storage containers on non-residential property.

Budget & Financial Summary: N/A

Attachments:

1. Draft Planning & Zoning Commission Minutes – June 3, 2010
2. Ordinance

MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
June 3, 2010, 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Doug Slack, Paul Greer and Mike Ashfield, and Hugh Stearns

COMMISSIONERS ABSENT: Tom Woodfin and Scott Shafer

CITY COUNCIL MEMBERS PRESENT: David Ruesink

CITY STAFF PRESENT: Senior Planners Lindsay Kramer and Jason Schubert, Staff Planners Lauren Hovde, Matt Robinson, and Matthew Hilgemeier, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Greenways Program Manager Venessa Garza, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, City Engineer Alan Gibbs, Director Bob Cowell, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins, and Administrative Support Specialist Brittany Caldwell

1. Call meeting to order.

Chairman Nichols called the meeting to order at 7:00 p.m.

Regular Agenda

7. Public hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 6.4.E of the Unified Development Ordinance, regarding portable storage structures. **Case #10-00500061 (JS)**

Senior Planner Jason Schubert presented the ordinance amendment regarding portable storage structures.

There was general discussion amongst the Commission regarding the ordinance amendment.

Chairman Nichols opened the public hearing.

Charles Victron, owner of POD Central Texas, asked that the permit requirement be waived for container placement in residential areas for less than 14 days.

Chairman Nichols closed the public hearing.

There was general discussion amongst the Commission regarding the ordinance amendment.

Chairman Nichols expressed concern about the changes made to the ordinance where it states that storage containers adjacent to residential properties are required to be screened.

Commissioner Slack motioned to recommend approval of all of the proposed changes except for 3.b.2 which should read, "Storage containers shall be screened from view when visible from a right-of-way or adjacent properties. If required, screening shall be accomplished by landscaping and an eight-foot (8') wooden fence or wall." Commissioner Greer seconded the motion, motion passed (5-0).

13. Adjourn.

Commissioner Greer motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (5-0).

The meeting was adjourned at 10:50 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 6.4.E, "PORTABLE STORAGE STRUCTURES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 6.4.E, "Portable Storage Structures", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 24th day of June, 2010.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 6.4.E, "Portable Storage Structures", of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

E. Portable Storage Structures**1. General Provisions**

- a. A permit shall be obtained prior to placing a storage container on property unless otherwise exempted herein.
- b. Exemptions:
 - 1) Property with an active building or development permit.
 - 2) Property zoned M-2, Heavy Industrial, though M-2 districts that abut residential districts or uses shall comply with 1.c of this Section.
 - 3) Sites in which storage containers constitute a principal use, as determined by the Administrator, shall be subject to the regulations of the district in which they are located.
 - 4) Containers that receive site plan approval as per 3.b, Development of a Permanent Storage Container Area, of this Section.
- c. Placing material on top of, or the vertical stacking of, storage containers is prohibited.
- d. Permits shall be posted on the storage container. If a container is replaced by another during the permit period, the permit shall be removed and placed on the newly placed container. If the container is visible from a right-of-way, then the permit shall be posted in view of the right-of-way.
- e. Storage containers shall be placed outside of right-of-way and the sight triangle as established in Section 7.1.C, Visibility at Intersections in all Districts.
- f. Storage containers shall be places on an improved surface as specified in Section 7.2.G, Off-Street Parking Standards, Surfacing.
- g. In the event of a natural disaster of extenuating circumstance, the Administrator may grant that a permit be extended up to thirty (30) additional days.
- h. An application for permit of a storage container shall be accompanied by a fee of \$40.00.

2. Additional Provision for Residential Property

- a. No more than one (1) storage container shall be allowed at a time per dwelling unit.
- b. A permit is not required for the first fourteen (14) days a storage container is located on residential property. An extension for up to an additional fourteen (14) days may be obtained through an approved permit. A storage container shall not be located on residential property for longer than twenty-eight (28) days.
- c. No more than two (2) permits may be issued to a dwelling unit per calendar year and there shall be a minimum of thirty (30) days between issuance of permits.

- d. No storage container shall exceed a height of eight feet (8'), a width of eight feet (8'), or a floor area of 130 square feet.
- e. Storage containers may be screened from view of the right-of-way and adjacent properties instead of being placed on an improved surface.

3. Additional Provisions for Non-Residential Property

a. Temporary Placement

- 1) Each address shall be allowed one (1) storage container. Additional storage containers are permissible provided that all containers do not utilize the area of more than five percent (5%) of the existing parking spaces, or sixteen (16) spaces, whichever is smaller.
- 2) Storage container(s) shall not be allowed more than three (3) separate time periods per calendar year and there shall be a minimum of thirty (30) days between the issuance of permits.
- 3) A permit shall remain valid for a maximum of forty-five (45) days. If multiple permits are allowed, as per 3.a.1 above, all containers must be removed within forty-five (45) days of the date of the initial permit is issued.
- 4) Storage containers shall not be placed in the front yard of a site, adjacent to right-of-way, or interfere with on-site traffic flow. If rear or side yard placement is not possible, the alternate location shall be approved by the Administrator.
- 5) Storage containers shall meet front and side street setbacks as stated in Section 5.4, Non-Residential Dimensional Standards. Storage containers shall also meet side and/or rear setbacks when that property line abuts a residential use.

b. Development of a Permanent Storage Container Area

- 1) In lieu of a permit, site plan approval identifying the location of an area to be used for the placement of storage container(s) for an indefinite period shall be obtained prior to placing container(s) on property.
- 2) Storage container(s) shall be screened from view when visible from a right-of-way or adjacent property. If required, screening shall be accomplished by landscaping and an eight-foot (8') wooden fence or wall.
- 3) Additional parking shall be provided based on the square footage of the screened area for the container(s) according to Section 7.2, Off Street Parking Standards.